

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

ENCOMPASS INSURANCE COMPANY OF  
MASSACHUSETTS,

Plaintiff,

vs.

JOSEPH D. GIAMPA, FREDERICK T.  
GIAMPA, ADVANCED SPINE CENTERS,  
INC. d/b/a FIRST SPINE & REHAB,  
FUTURE MANAGEMENT  
CORPORATION, EDWARD KENNEDY,  
BRIAN J. CULLINEY and JENNIFER  
McCONNELL

Defendants.

CIVIL ACTION NO.: 05-11693 RCL

**PLAINTIFF'S THIRD AMENDED COMPLAINT**

The plaintiff, Encompass Insurance Company of Massachusetts (hereinafter  
“Encompass”), by its attorneys, Drinker Biddle & Reath LLP, alleges as follows:

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**I. INTRODUCTION**

1. In the last year, what was already a serious and important case of medical fraud has developed into a grave and disturbing case of attempted murder, committed in order to protect and perpetuate the fraud. Specifically, enforcers were hired to prevent Encompass' former lead counsel in this case from continuing to litigate this case. These enforcers repeatedly stalked Encompass' former lead counsel and carried out two attempts on his life. The first attack resulted in, among other things, a severe head injury which required 17 staples to close. A third attack was only avoided by the timely intervention of security guards hired by Encompass' former lead counsel and by the Massachusetts State Police. This shocking and brazen attempt to destroy Encompass' ability to pursue its claims and to thwart justice must be punished. Moreover, the attacks on Encompass' former lead counsel – which were launched to protect and perpetuate defendants' fraudulent scheme – confirm the legitimacy of the fraud allegations made in this case.

2. Defendants in this case hatched a scheme to defraud Encompass by creating and submitting fraudulent chiropractic invoices containing excessive charges through the U.S. Mail and demanding payment for excessive and/or non-existent and/or unwarranted chiropractic treatment through their chiropractic clinic, Advanced Spine Centers, Inc. d/b/a First Spine & Rehab ("First Spine"). Defendant chiropractors Frederick and Joseph Giampa (hereinafter the "Giampa Chiropractors"), and for a period of time, their business associates Edward Kennedy and James Kennedy (hereinafter "the Kennedy Brothers"), owned a string of chiropractic clinics and physical therapy clinics (the "Giampa Clinics"), including defendant First Spine. The Giampa Chiropractors and

the Kennedy Brothers also owned a company that managed these clinics, defendant Future Management Corporation (“Future Management”). The Giampas and Kennedys, through First Spine and Future Management, directed their employee chiropractors, including chiropractor defendants Brian Culliney and Jennifer McConnell, to disregard their training and the needs of their patients and to apply the same regime of excessive and unnecessary treatment, or the “Treatment Recipe,” to every patient regardless of the severity of the patient’s injuries, the patient’s age or the patient’s prior medical history. The Treatment Recipe was designed to increase defendants’ profits, and consequently the amount billed to Encompass, by increasing the number of patient visits and the types of treatment received by patients during each visit.

3. The Treatment Recipe was also designed to guarantee that the patients’ bills for this course of treatment would exceed \$2000, a requirement for bringing claims for pain and suffering under Massachusetts law. Exceeding this threshold ensured that personal injury attorneys would continue to refer patients to First Spine, thereby perpetuating the scheme and increasing First Spine and Future Management’s profits. To further increase the number of patients defendants could churn through First Spine, defendants encouraged chiropractors to cultivate relationships with personal injury attorneys and made payments to third-party “runners” and First Spine staff for referring patients to First Spine. Such payments were in violation of Massachusetts chiropractic regulations. Defendants also compensated patients to continue their treatment at First Spine. All of these activities encouraged the submission of fraudulent claims to Encompass.

4. By this pleading, Encompass brings claims against the named defendants seeking injunctive relief and money damages for (1) violations of the Federal Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), (2) violations of the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A, § 11; (3) civil conspiracy; (4) fraud; and (5) intentional interference with advantageous business relationships.

5. All of the acts and omissions of the defendants described throughout the Third Amended Complaint were undertaken intentionally.

6. The defendants’ insurance fraud scheme was designed to and did, in fact, result in the payment of automobile insurance contract proceeds from Encompass to the defendants.

7. In each claim detailed throughout the Third Amended Complaint, an Encompass automobile insurance contract was the platform upon which defendants perpetrated their fraudulent scheme.

8. The defendants knew that the patients referred to in the Third Amended Complaint were insured pursuant to automobile insurance policies issued by Encompass or were making claims against insurance policies issued by Encompass.

## **II. THE PARTIES**

### **A. Plaintiff**

9. Encompass Insurance Company of Massachusetts is a Massachusetts corporation duly authorized to do business in the Commonwealth of Massachusetts.

10. Prior to 2005, Encompass wrote Massachusetts automobile policies through Boston Old Colony Insurance Company.

11. Boston Old Colony was at all relevant times a Massachusetts corporation duly authorized to do business in the Commonwealth of Massachusetts.

12. At all relevant times and in connection with all of the claims detailed herein, Encompass and Boston Old Colony wrote Encompass risk policies and will be referred to throughout the remainder of the Third Amended Complaint as “Encompass.”

B. Defendants

13. At all relevant times, Frederick Giampa was a resident of the Commonwealth of Massachusetts.

14. At all relevant times, Joseph Giampa was a resident of the Commonwealth of Massachusetts.

15. At all relevant times, Edward Kennedy was a resident of the Commonwealth of Massachusetts.

16. First Spine is a Massachusetts corporation duly licensed to carry on the business of chiropractic services with its principal place of business (for purposes of the Third Amended Complaint) located at 410 School Street, Lowell, Massachusetts.

17. Future Management is a Massachusetts corporation with a principal office address of 73 Princeton Street, North Chelmsford, Massachusetts. Future Management manages a chain of chiropractic offices (including First Spine), physical therapy clinics and orthopedic surgery offices in various states, many of which are in Massachusetts.

18. Brian Culliney is a resident of the Commonwealth of Massachusetts, who at all relevant times practiced chiropractic at First Spine.

19. Jennifer McConnell is a resident of the Commonwealth of Massachusetts, who at all relevant times practiced chiropractic at First Spine.

### **III. JURISDICTION AND VENUE**

20. Jurisdiction over this action is conferred upon this Court by 28 U.S.C. § 1331, 18 U.S.C. § 1962(c), 18 U.S.C. § 1962(d), 18 U.S.C. § 1964. Supplemental jurisdiction over the state law claims is proper under 28 U.S.C. § 1367.

21. The vast majority of the wrongful acts known to Encompass as alleged herein with particularity were carried out within the Commonwealth of Massachusetts.

22. Venue is proper under 28 U.S.C. §1391(c).

### **IV. FACTUAL ALLEGATIONS REGARDING CREATION AND ACTIVITIES OF FUTURE MANAGEMENT**

23. The Kennedy Brothers are the sole shareholders, officers and directors of Robert T. Kennedy, Inc. d/b/a Kennedy Professional Supply (“Kennedy Supply”), a business engaged in the sale of durable medical goods to chiropractic clinics and other similarly situated enterprises.

24. On May 19, 2005, James Kennedy filed a Chapter 11 Bankruptcy Petition (#05-43405) in the United States Bankruptcy Court, District of Massachusetts (Worcester).

25. Encompass reserves its right to seek relief from the Automatic Stay, entered under 11 U.S.C. § 362, in the bankruptcy forum and move to add James Kennedy as a party to this action.

26. Through Kennedy Supply, Edward Kennedy developed substantial business contacts in the chiropractic industry.

27. Thereafter, Edward Kennedy decided to open medical offices to provide chiropractic services to the public.



28. Edward Kennedy contacted Joseph Giampa, a longtime friend who Edward Kennedy knew to be a licensed chiropractor in Massachusetts, for the purpose of becoming a partner in the new business venture.

29. The new business, Future Management, was formally organized in February 1997. At all relevant times, Edward Kennedy, James Kennedy, Joseph Giampa and Frederick Giampa were the sole shareholders of Future Management.

30. When this litigation was filed, Future Management managed in excess of forty (40) chiropractic and physical therapy clinics. At one time, it managed more than sixty (60) clinics. During the relevant time period, these clinics were owned by the Giampa Chiropractors and/or the Kennedy Brothers (the “Giampa Clinics”). Before its fraudulent activities were discovered, Future Management’s clinics were located throughout New England and across the United States, including Florida, Oklahoma, Connecticut, Rhode Island, South Carolina, New Hampshire, Pennsylvania, Illinois and Virginia.

## **V. SPECIFIC ALLEGATIONS OF WRONGFUL CONDUCT**

31. In addition to the wrongful conduct alleged throughout the Third Amended Complaint against the defendants collectively, the following section outlines specific allegations against the individual defendants.

### **A. Edward Kennedy Conduct**

32. At all relevant times up and until March of 2004, Edward Kennedy was the President of Future Management.

33. As President, Edward Kennedy had supervisory oversight of the First Spine clinic.

34. Edward Kennedy was responsible for personnel decisions including the hiring, firing and training of First Spine medical and non-medical staff as well as the hiring, firing and training of Future Management staff.

35. Along with others, Edward Kennedy implemented and directed the standard Giampa Clinic Treatment Recipe that called for all auto accident patients to be seen four (4) times per week during the first two weeks of treatment and three (3) times per week during the following three weeks, without consideration of the individual needs (or lack thereof) of the patient.

36. This Giampa Clinic Treatment Recipe imposed by Edward Kennedy and the Giampa Chiropractors, and executed by, among others, Culliney and McConnell, constitutes excessive and fraudulent overutilization of chiropractic treatment.

37. Edward Kennedy continuously defrauded Encompass through the creation of false medical documentation that was submitted to Encompass with the intent to illegally obtain insurance payments.

38. Edward Kennedy is one of the business principals who oversaw and/or directed the medical billing fraud scheme implemented through Future Management.

**B. Joseph Giampa Conduct**

39. Joseph Giampa continuously defrauded Encompass through the creation of false medical documentation submitted to Encompass with the intent to illegally obtain insurance payments.

40. Joseph Giampa was responsible for personnel decisions including the hiring, firing and training of First Spine medical and non-medical staff.

41. Joseph Giampa is one of the business principals who oversaw and/or directed the pre-ordained protocol or Treatment Recipe that was implemented at First Spine.

42. Joseph Giampa is one of the business principals who oversaw and/or directed the medical billing fraud scheme implemented through Future Management.

43. Upon information and belief, Joseph Giampa was at all material times listed with the Board of Registration of Chiropractors as the Chiropractor of Record for the First Spine Clinic.

44. As Chiropractor of Record, Joseph Giampa had oversight regarding all treatment allegedly provided to First Spine clinic patients, including all patients identified in Exhibits 1 and 3, attached to the Third Amended Complaint.

**C. Frederick Giampa Conduct**

45. Frederick Giampa continuously defrauded Encompass through the creation of false medical documentation submitted to Encompass with the intent to illegally obtain insurance payments.

46. Frederick Giampa is one of the business principals who oversaw and/or directed the pre-ordained protocol or Treatment Recipe that was implemented at First Spine.

47. Frederick Giampa is one of the business principals who oversaw and/or directed the medical billing fraud scheme implemented through Future Management.

48. Frederick Giampa personally delivered cash to personal injury attorneys in return for their referral of patients to First Spine.

**D. Brian Culliney Conduct**

49. As Future Management grew, the principals created a hierarchy by appointing their top lieutenants as “Team Leaders.”

50. At all relevant times, defendant Brian Culliney was a “Team Leader” and one of the highest paid employees of Future Management.

51. By virtue of his status as a Team Leader, defendant Culliney possessed supervisory oversight of the First Spine clinic as well as other Giampa owned and Future Management operated clinics in Massachusetts.

52. Culliney and McConnell purportedly provided chiropractic treatment to 163 of the 196 patients contained in Exhibits 1 and 3.

53. Culliney developed and/or followed the Treatment Recipe described herein which inappropriately prescribed an identical treatment regime for every First Spine patient regardless of, among other things, the severity of their injury, their age, or their prior medical history.

54. Culliney has boasted to “treating” as many as two hundred (200) patients in a single First Spine clinic business day.

55. In connection with those patients so identified in Exhibit 3, Culliney was a signatory on the false medical documentation created and submitted by defendants.

56. As part of his function as a Team Leader, Culliney supervised marketing for the First Spine clinic. Among other things, Culliney sent letters soliciting patients for First Spine, provided compensation to patients at First Spine, and paid bonuses to First Spine staff for recruiting patients for First Spine.

57. Upon presentation to the clinic, recruited patients received instruction regarding the processing of their claim through the insurance company and some were told that they would be paid if they pursued a claim with an attorney. Culliney directed the payment of additional bonuses to First Spine staff if a patient they recruited pursued a claim with an attorney.

**E. Jennifer McConnell Conduct**

58. Jennifer McConnell is listed with the Board of Registration of Chiropractors as the Chiropractor of Record for the First Spine Clinic.

59. By virtue of her status as the Chiropractor of Record, McConnell had oversight regarding all treatment allegedly provided to First Spine clinic patients, including all patients identified in Exhibits 1 and 3.

60. McConnell developed and/or followed the Treatment Recipe described herein which inappropriately prescribed an identical treatment regime for every First Spine patient regardless of, among other things, the severity of their injury, their age, or their prior medical history.

61. McConnell administered and/or directed the treatment for the patients and was a signatory on the false medical documentation created and submitted by the defendants in connection with those patients so identified in the table attached hereto as Exhibit 3.

**VI. FACTUAL ALLEGATIONS REGARDING THE FALSE MEDICAL BILLING SCHEME**

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**A. The Treatment Recipe**

62. The defendants executed their fraudulent scheme through the Giampa Clinics (including First Spine) they created, owned, operated and/or controlled.

63. The medical documentation created and submitted by Future Management and First Spine under the direction, supervision and control of the defendants, Frederick Giampa, Joseph Giampa, Edward Kennedy, Brian Culliney and Jennifer McConnell, was created in connection with reported motor vehicle accidents and shared most – if not all – of the following common denominators:

- ♦ patients complained only of soft tissue injury;
- ♦ multiple claimants of varying age in the insured vehicle received substantially identical diagnoses and treatment regardless of the severity of their injuries, prior medical history or any other individual characteristics;
- ♦ the patients routinely did not receive treatment at any medical facility not affiliated with the defendants;
- ♦ First Spine routinely treated the same patient(s) for multiple accidents. In many cases, reference to prior treatment at First Spine (or previous automobile accidents) was omitted from the patients' medical records;
- ♦ the vehicles involved in the reported accidents sustained little or no damage but First Spine nevertheless billed for thousands of dollars in treatment;
- ♦ patients advanced minimal (and in most claims no) lost wage claims despite the fact that they purportedly received total disability ratings (regardless of their age or occupation) from First Spine;

- ♦ bills for treatment invariably exceeded bills submitted by other chiropractic facilities providing treatment to victims of similar accidents in the same geographic area; and
- ♦ defendants' medical documentation indicated that nearly all First Spine patients/Encompass claimants were "improving slowly", yet defendants steadfastly (and blindly) adhered to the nonproductive Treatment Recipe all automobile accident claimants received.

64. In Massachusetts, chiropractors are licensed and monitored by the Massachusetts Board of Chiropractors. Massachusetts chiropractors are further regulated pursuant to the Massachusetts Code of Regulations, promulgated by the Board of Chiropractors.

65. The defendants engaged in a systematic pattern and practice of unlawful acts in violation of the Board of Chiropractor Regulations codified at 233 CMR 4.00-4.15. Exhibit 1, incorporated herein by reference as if set forth in its entirety, outlines defendants' claim-specific fraudulent conduct and details the specific nature of the misrepresentation(s) and/or other fraudulent content advanced by or on behalf of defendants with respect to each claim paid by Encompass. Among other things, defendants falsely represented through their submission of medical bills that their patients' treatment was necessary for the resolution of injuries sustained in a motor vehicle accident when, in truth, the treatment was prescribed in accordance with the Treatment Recipe without regard to patients' individual needs – all done in order to increase defendants' profits. Unless noted to the contrary, an indication that a particular fraudulent conduct, content and/or representation was found in connection with a

particular claimant is deemed to run through the totality of that patient's medical documentation (e.g., a finding that defendants violated Massachusetts law by "rendering a recipe of treatment absent any individualized medical decision making" should be construed as alleging such wrongful conduct at the time each record and invoice was mailed or otherwise sent to Encompass in connection with the treatment allegedly rendered to the identified patient).

66. In connection with each of the patients identified in Exhibit 1, the defendants created and submitted false medical documentation to Encompass (and to others, including First Spine patient attorneys who, in turn, sent the false medical documentation to Encompass) through the U.S. Mail demanding payment pursuant to Mass. Gen. Laws ch. 90, § 34M and the Standard Massachusetts Automobile Policy. Exhibit 2, attached hereto and incorporated herein by reference, provides specific examples of fraudulent medical bills and other documentation that were submitted to Encompass and details the patient's name, the claim number, the date the mailing was received, the sender, and the contents of the mailing. All of the medical records and invoices listed on Exhibit 2 were for treatment rendered at First Spine. Exhibit 3, attached hereto and incorporated herein by reference, lists examples of payments that were made by Encompass in reliance on the fraudulent medical documentation submitted by First Spine and Future Management.

67. The pattern of medical billing fraud is exemplified by the Treatment Recipe nearly every First Spine automobile accident patient received, regardless of, among other things, (1) mechanism of injury or severity of injury, (2) age, (3) location in vehicle, (4) prior medical history, (5) pre-existing conditions, (6) sex, (7) physical



composition, (8) damage to the vehicle, (9) type of vehicle involved, or (10) safety restraints employed.

68. The Treatment Recipe is illustrated by the chart attached as Exhibit 4 and incorporated herein by reference. This chart shows that nearly every First Spine patient received nearly the same number of spinal manipulations (“SMT TX”), heat treatments (“HEAT TX”), and electric muscle stimulation treatments (“EMS TX”). Given the wide disparities in the accidents in which these patients were involved, the injuries allegedly suffered by these patients, and the patients’ individual characteristics, this pattern is striking and demonstrates that the vast majority (if not all) of these treatments were unnecessary.

69. Even more disturbing is that, almost without exception, all of these automobile accident patients received these treatments according to the same schedule — four (4) appointments per week for the first two (2) weeks, three (3) appointments per week thereafter. This schedule demonstrates that treatment was recommended absent any individual medical decision-making or nexus between the patient’s “needs” and the prescribed treatment.

70. As a result of the rigid adherence to this Treatment Recipe, charges were submitted to Encompass for chiropractic visits that were unwarranted in light of the documented type, nature and extent of the injuries and/or symptoms. The table attached hereto as Exhibit 5 and incorporated herein by reference lists the unwarranted and excessive First Spine patient visits for which fraudulent bills were submitted.

**B. Exaggeration of Treatment Provided or “Upcoding”**

71. All of the medical bills advanced by First Spine contained Current Procedural Terminology Codes (hereinafter “CPT Codes”).

72. CPT Codes are published annually by the American Medical Association (hereinafter “AMA”) to facilitate the efficient processing of medical charges by insurance carriers and other private and governmental health care payors.

73. By creating medical bills that included CPT Codes, then causing such invoices to be mailed to Encompass, the defendants were representing that the invoiced treatment modalities had been performed in conformity with the AMA’s CPT Code guidelines.

74. Many of the bills prepared and submitted by First Spine, under the defendants’ supervision and control, were submitted under improper and/or deceptive CPT Codes. This improper practice will be referred to herein as “CPT Upcoding.”

75. First Spine engaged in CPT Upcoding in connection with the alleged treatment of patients for which Encompass became responsible. *See* Exhibit 1. By way of example, First Spine virtually without deviation billed Encompass for a patient’s initial office visit under CPT Code 99205 or 99204. The criteria developed by the AMA to properly assign a CPT Code to medical billing invoices for an initial examination include the components illustrated in the chart below.

	HISTORY	EXAMINATION	MEDICAL DECISION MAKING	FACE TO FACE TIME
<b>99201</b>	Problem focused	Problem focused	Straight forward	10 minutes
<b>99202</b>	Expanded problem focused	Expanded problem focused	Straight forward	20 minutes
<b>99203</b>	Detailed	Detailed	Low complexity	30 minutes
<b>99204</b>	Comprehensive	Comprehensive	Moderate complexity	45 minutes
<b>99205</b>	Comprehensive	Comprehensive	High complexity	60 minutes

76. The factors considered to determine the “complexity” of medical decision making in arriving at a proper CPT Code assignment for initial *and* follow-up examinations include:

	NUMBER OF DIAGNOSES OR MANAGEMENT OPTIONS	AMOUNT AND/OR COMPLEXITY OF DATA TO BE REVIEWED	RISK OF COMPLICATIONS AND/OR MORBIDITY OR MORTALITY
<b>Straight forward medical decision making (CPT Code 99201-99202)</b>	Minimal	Minimal or none	Minimal
<b>Low complexity medical decision making (CPT Code 99203)</b>	Limited	Limited	Low
<b>Moderate complexity medical decision making (CPT Code 99204)</b>	Multiple	Moderate	Moderate
<b>High complexity medical decision making (CPT Code 99205)</b>	Extensive	Extensive	High

77. Accordingly, to warrant a medical bill demanding payment for CPT Code 99205, the injury/condition would necessarily require:

- a. a *high* risk of mortality, morbidity and/or complications;

- b. extensive diagnoses and review of complex data; and
- c. the defendants to: 1) obtain **comprehensive** patient histories; 2) conduct **comprehensive** examinations; and 3) evaluate a patient (face-to-face interaction) for approximately **60 minutes**.

78. First Spine also consistently billed Encompass for patients' follow-up examinations under CPT Code 99214 or 99215. The criteria developed by the AMA to properly assign a CPT Code to medical billing invoices for follow-up examinations of established patients include the components illustrated in the chart below.

	HISTORY	EXAMINATION	MEDICAL DECISION MAKING	FACE TO FACE TIME
<b>99211</b>	Minimal	None	None	5 minutes
<b>99212</b>	Problem focused	Problem focused	Straight forward	10 minutes
<b>99213</b>	Expanded problem focused	Expanded problem focused	Low complexity	15 minutes
<b>99214</b>	Detailed	Detailed	Moderate complexity	25 minutes
<b>99215</b>	Comprehensive	Comprehensive	High complexity	40 minutes

79. Accordingly, to warrant a medical bill demanding payment for CPT Code 99215, the injury/condition would necessarily require:

- d. a **high** risk of mortality, morbidity and/or complications;
- e. extensive diagnoses and review of complex data; and
- f. the defendants to: 1) obtain **comprehensive** patient histories; 2) conduct **comprehensive** examinations; and 3) evaluate a patient (face-to-face interaction) for approximately **40 minutes**.

80. The defendants submitted false medical documentation and billing, including unwarranted and false CPT designations for initial examinations and follow-up

examinations, in connection with the First Spine files listed on Exhibit 6. The medical documentation and/or billing was false because it either (a) misrepresented the amount of time the chiropractor spent with the patient; or (b) exaggerated the severity of the patient's purported injury or the complexity of the chiropractor's evaluation.

**C. Alteration of Medical Records**

81. The defendants operating through First Spine made material misrepresentations of fact and engaged in intentionally unfair and deceptive business practices by creating and mailing through the U.S. Mail medical bills that included CPT Codes for treatment modalities that were not performed and/or were not performed in accordance with the AMA's CPT requirements.

82. The medical invoices created by the defendants were generated at Future Management's headquarters in Chelmsford, Massachusetts and were not reviewed for accuracy by the alleged treating chiropractor.

83. The defendants altered medical documentation – such alterations not being relevant to the medical well-being of First Spine patients, but rather to deceive insurers (including Encompass) to better guarantee payment of First Spine claims.

84. Such medical record alteration was carried out under the direction and control of defendants and other unknown Future Management bookkeeping personnel.

85. In some cases, Future Management employees, under the direction and control of one or more of the individual defendants, altered and/or created medical records, invoices and health-insurance claim forms with incorrect chiropractor identification (i.e., not the chiropractor who purportedly rendered treatment in a given

case) in place of the actual “treating” chiropractors who were otherwise not privileged and/or licensed and/or approved to submit bills in certain instances.

**D. Prohibited Referral Activity**

86. In 2005, the Massachusetts legislature criminalized the use of “runners” at Mass. Gen. Laws ch. 266, § 111C. A “runner” is defined by this statute as a person who, “for a pecuniary benefit, procures or attempts to procure a client, patient or customer at the direction of, request of, or in cooperation with a provider whose purpose is to seek to fraudulently obtain benefits under a contract of insurance or fraudulently assert a claim against an insured or an insurance carrier for providing services to the client, patient or customer.”

87. The Massachusetts Code of Regulations governing chiropractors prohibits referral fees, 233 C.M.R. § 4.12. This regulation prohibits, among other things, chiropractors from offering remuneration in return for recommending services for patients under his or her care and chiropractors from offering any remuneration, including bribes or rebates, for the purpose of inducing a person to purchase chiropractic services.

88. Future Management and First Spine through Culliney and McConnell and with the knowledge and/or supervision of Edward Kennedy, James Kennedy, Frederick Giampa and Joseph Giampa, made payments to third parties (i.e., “runners”) and First Spine staff for the referral of patients involved in motor vehicle accidents to First Spine clinics.

89. Patient referral fees were typically paid at a rate of \$100 per patient.

90. The payment of these runner kickbacks (i.e., referral fees) encouraged fraudulent automobile insurance claims.

91. In Future Management parlance, illegal runner referral payments were referred to as “marketing,” “promotion” and/or “bonus” expenses. These payments were not documented in Future Management medical records or invoices that were mailed to Encompass or disclosed to Encompass in any other manner.

92. Stephanie Vinas was one of the runners employed by First Spine. Vinas is Brian Culliney’s former patient and was paid to recruit patients for the First Spine clinic.

93. In addition to Vinas, other improper, unfair and deceptive referral fees were made by the defendants in the form of “marketing” and/or “promotion” payments through Future Management payroll (and off-payroll) accounts payable to employees and outsiders for referral of patients to Giampa Clinics, including the First Spine clinic.

94. In addition to the payment of these runner kickbacks and referral “bonuses”, the co-conspirator chiropractors, including Culliney and McConnell, would pay for improper patient inducements. Specifically, patients would be rewarded with cash or gift certificates in return for continuing their treatment at Giampa Clinics or for referring their friends or relatives to Giampa Clinics. At the direction of the Giampa Chiropractors and the Kennedy Brothers, First Spine chiropractors, including Culliney and McConnell, would be reimbursed by Future Management accounting personnel for these patient bribes and/or would charge such items to Future Management issued credit cards.

95. These payments to patients encouraged the patients to continue their treatment at First Spine in accordance with the Treatment Recipe even though further

treatment was unnecessary and were designed to further defendants' fraud and to increase their profits.

96. For example, defendants provided the following patients with cash or cash-equivalent inducements in connection with treatment allegedly provided at First Spine in violation of 233 C.M.R. § 4.12:

<b><u>CLAIM NO.</u></b>	<b><u>CLAIMANT/PATIENT</u></b>	<b><u>DATE OF LOSS</u></b>
03526598	Sokhira Yang	05/06/05
03528572	Viengkhone Khammanivong	06/18/05
03544179	Marina Non	07/14/04
03544179	Mith Non	07/14/04
03544179	Rada Non	07/14/04
03544179	Savet Non	07/14/04
03547961	Jennifer Hell	09/04/04
*Z3022185	Lim Seng	01/17/06
*03584069	Kimbum Kam	10/15/05
*Z3022185	Sarunn Vorn	01/17/06
03549524	Thorng Ream	10/02/04

97. Kennedy Supply enabled Future Management to fraudulently borrow hundreds of thousands of dollars from various lending entities under the guise that Future Management was "purchasing" chiropractic equipment from Kennedy Supply.

98. Kennedy Supply also funneled money to Future Management to pay for Future Management's payment of illegal runner referrals to secure patients (including Encompass claimants) for the Giampa Clinics (including First Spine).

99. James Kennedy and Edward Kennedy were the alter egos of Kennedy Supply and were directly responsible for the payment of illegal runner referral payments to secure patients at the Giampa Clinics.

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\* These payments were made after the initial complaint in this case was filed.



**E. The Treatment Recipe and Upcoding Were Designed to Exceed the Massachusetts Tort Threshold.**

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100. The prescription of unnecessary office visits and treatments in accordance with the Treatment Recipe and the CPT Upcoding were intended to guarantee that a patient's medical bills would exceed the \$2,000 threshold for recovery of damages for pain and suffering in a Motor Vehicle Tort Action as codified at Mass. Gen. Laws ch. 231, § 6D. As illustrated in the table attached to the Third Amended Complaint as Exhibit 7 and incorporated herein by reference, the total medical bills for First Spine patients consistently exceeded the \$2000 tort threshold.

101. By making sure their bills exceeded this threshold, the defendants ensured that personal injury attorneys would continue to refer their clients to Future Management clinics. The vast majority (as much as 90%) of First Spine's patients sought treatment after being involved in automobile accidents. Thus, the First Spine clinic depended on these referrals, as well as the referrals from its runners and staff, to increase the number of patients at the clinic.

102. To further encourage this relationship with personal injury attorneys, First Spine staff and its runner agents would encourage First Spine clinic patients to obtain legal representation to pursue personal injury lawsuits and would even allow patients to meet with attorneys or their representatives in the clinic.

103. If a patient agreed to submit to legal representation after being referred to an attorney by a First Spine staff member or runner, the runner or First Spine staff member typically was paid an additional \$100 beyond the \$100 they received for bringing the patient into the clinic for treatment.

104. First Spine chiropractors were also required to market First Spine services to personal injury attorneys.

105. From time to time, Cellinet Morton was an “employee” of Future Management who worked with Frederick Giampa delivering cash to personal injury attorneys in connection with the referral of First Spine patients.

106. By inflating medical bills and then encouraging patients to file personal injury lawsuits, defendants encouraged their patients to file legal claims for pain and suffering when these damages were not warranted and would not have been awarded if defendants had treated the patients in accordance with their medical needs. By encouraging the filing of these unjustified claims for pain and suffering damages, defendants increased the amount Encompass paid in settlement of these claims.

**F. Fraudulent Concealment**

107. First Spine routinely delayed the submission of records and bills to insurers, including Encompass. *See* Exhibit 1. This tactic thwarted Encompass’ opportunity to perform a timely, objective and independent evaluation of (1) the patient’s true condition, (2) the necessity of the treatment allegedly rendered, and (3) the reasonableness of the fees charged.

108. By advancing their bills in this manner, defendants intended that Encompass would not be able to challenge the accuracy of such invoices when evaluating them for payment.

109. By creating false documentation, First Spine engaged in an ongoing pattern of unfair and deceptive business practices within the meaning of Mass. Gen. Laws ch. 93A.

110. The medical documentation created and submitted by defendants in connection with the patients identified in the table attached hereto as Exhibit 8 illustrates defendants' practice of consistently delaying re-examinations as part of the Treatment Recipe, thereby extending the patients' course of treatment and further delaying the submission of bills to Encompass.

111. The defendants' ability to conceal the fraudulent scheme was enhanced by the position of trust medical providers are typically accorded in the transaction of insurance medical claims.

112. Encompass relied to its detriment upon, among other things, the presumption of honesty accorded First Spine medical documentation.

113. Despite its due diligence, Encompass did not discover the medical billing fraud scheme until 2005.

114. Encompass' investigation is ongoing and new facts concerning defendants' scheme continue to be revealed.

## **VII. EXEMPLAR CLAIMS**

115. By way of example only, the following claims illustrate defendants' pattern and practice of creating and submitting false medical documentation to Encompass through the U.S. Mail to fraudulently obtain insurance proceeds. In each of the following examples, defendants were operating through First Spine (which allegedly rendered the unnecessary chiropractic treatment) and Future Management (which generated and collected the fraudulent medical invoices). All of the Encompass payments referenced in the Third Amended Complaint were made in reliance upon the false medical documentation created and advanced by defendants. Encompass has only

listed selected examples here to illustrate the types of fraud practiced by defendants but expects to prove that fraudulent mailings were made with respect to all patients listed on Exhibit 1, attached hereto and incorporated by reference.

**1. Claimant(s): Aun Sok, Prach Phon, Thorng Ream**  
**Date of Loss ("DOL"): 10/02/04**

116. In connection with Encompass' claim no. 03549524, defendants created and submitted false medical documentation in furtherance of three claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

117. The automobile reconstruction report indicates that this was an exceptionally low-speed accident.

118. Aun Sok is a fifty-six (56) year old female who was declared totally disabled and received forty-three (43) excessive treatments over ninety (90) days.

119. Defendants' chiropractic record indicates no prior accidents for these claimants, but Encompass' investigation revealed numerous prior accidents.

120. Prach Phon also received forty-six (46) excessive treatments over 100 days.

121. Thorng Ream is a seventy-eight (78) year old female who was declared totally disabled and received forty-six (46) excessive treatments over 100 days.

122. The defendants billed Encompass for nineteen (19) spinal manipulations purportedly provided to Thorng Ream, who denied *ever* receiving spinal manipulation treatment at First Spine.

123. In fact, Ms. Ream denies ever being seen or touched by a chiropractor.

124. The defendants billed Encompass for an initial examination and re-evaluation in connection with Ms. Ream. She denied being examined and/or evaluated by a doctor or chiropractor while at First Spine.

125. Thorng Ream was provided with an inducement by the defendants in exchange for coming to First Spine.

**2. Claimant(s): Chareth Rath, Kan Peov, Kristina Rath, Saleen Phan,  
Vongdeane Khiaosoth  
DOL: 10/27/03**

126. In connection with Encompass claim no. 03513997, defendants created and submitted false medical documentation in furtherance of five claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

127. The claimants, ranging from eleven (11) years of age to forty-two (42) years of age, purportedly received chiropractic treatment at First Spine from defendants McConnell and Culliney.

128. Accident data revealed that the alleged automobile collision resulted in less than \$200 damage.

129. All five claimants presented to First Spine on October 28, 2003 and received the exact same initial evaluation and follow-up treatment for approximately forty-eight (48) excessive appointments over the course of 125 days.

130. First Spine delayed re-examination of all five claimants until they had all received excessive treatment.

131. In furtherance of its investigation and evaluation of the claims presented, Encompass requested that the five claimants submit to an examination under oath

pursuant to the express terms of the policy contract under which they sought benefits. All of the claimants failed to appear for their duly scheduled examinations under oath.

132. On November 24, 2003, June 17, 2004, July 22, 2004, August 13, 2004, and March 3, 2005, Encompass received through the U.S. Mail false medical documentation created by defendants in connection with Vongdeyan Khiasoth's claim.

133. On June 4, 2004, Encompass paid Vongdeyane Khiasoth's medical bills in the amount of \$867 remitted by check through the U.S. Mail.

134. On November 24, 2003, and June 24, 2004, Encompass received false medical documentation created by defendants in connection with the treatment allegedly rendered to Kristina Rath through the U.S. Mail.

135. On June 1, 2004, Encompass paid Kristina Rath's medical bills in the amount of \$862, remitted by check through the U.S. Mail.

136. On November 24, 2003, Encompass received false medical documentation through the U.S. Mail in connection with the treatment allegedly rendered to Kan Peov.

137. Encompass paid Kan Peov's medical bills in the amount of \$862, by check through the U.S. Mail on or about June 1, 2004.

138. Encompass received false medical documentation through the U.S. Mail on February 18, 2004, and June 17, 2004, in connection with the treatment allegedly rendered to Saleen Phan.

139. Encompass paid Saleen Phan's medical bills in the amount of \$2,302, submitted by check through the U.S. Mail on or about June 4, 2004.

**3. Claimant(s): Den Tith**  
**DOL: 10/16/02**

140. In connection with Encompass claim no. 03486642, defendants created and submitted false medical documentation in furtherance of a claim advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

141. The accident allegedly occurred at 7:40 a.m., following which the insured's vehicle was towed from the accident scene.

142. Den Tith came to First Spine later that morning, complaining of pain in four (4) regions of his body.

143. Tith purportedly received chiropractic treatment administered by and/or supervised by defendants McConnell and Culliney.

144. Later on the date of the alleged accident, (and *after* allegedly commencing chiropractic treatment), Mr. Tith was referred back to the hospital by First Spine to undergo x-rays.

145. First Spine generated records and invoices containing excessive CPT Codes, or CPT Upcoding, in connection with its initial evaluation of Mr. Tith.

146. Thereafter, Mr. Tith returned to First Spine on forty-four (44) occasions over the course of 105 days, which constitutes grossly excessive treatment, amassing medical charges in excess of \$4,700.

147. Although Mr. Tith's insurance benefit application was submitted one day following the alleged loss, First Spine delayed submission of Tith's medical bills until Tith reached the Massachusetts tort threshold.

148. Encompass received First Spine-created false medical documentation through the U.S. Mail on October 17, 2002, December 27, 2002, January 27, 2003, and February 11, 2003.

149. Encompass remitted payments by check in the amount of \$440 on January 15, 2003, \$440 on January 29, 2003, \$2,270 on January 31, 2003, \$1,015 on March 6, 2003, \$115 on March 24, 2003, and \$1,435 on March 24, 2003, all of which payments traveled through the U.S. Mail.

**4. Claimant(s): Samnang Ngeth; Sitha Mam, Sitha Ngeth**  
**DOL: 03/15/02**

150. In connection with Encompass claim no. 03468665, defendants created and submitted false medical documentation in furtherance of three claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

151. All three of the teenage claimants reportedly came to First Spine on March 19, 2002.

152. Although accident report data indicated that none of the claimants was seat-belted at the time of the alleged collision, First Spine records indicate that all claimants were restrained at impact.

153. Accident report data indicates that the collision was a front-end impact caused by a second vehicle. First Spine records indicate that the injuries resulted from a rear-end impact.

154. According to First Spine documentation, all claimants complained of pain/injury in three to four body parts.

155. First Spine generated records and invoices with excessive CPT-coded bills in connection with the initial examination of claimants.



156. Defendants delayed re-examination for an identical period of time in connection with each of the claimants.

157. The claimants purportedly received excessive treatment on 47-49 separate occasions over 120 days, with each claimant amassing First Spine medical bills in excess of \$4,700.

158. The Lowell Police Report indicates there were no injuries resulting from the alleged collision.

159. All the claimants were deemed *totally disabled* at the time of their presentment to First Spine, despite the fact that none of the claimants was employed full time, if at all.

160. Submission of First Spine treatment records and invoices to Encompass was delayed by 6 months following the loss, until the claimants exceeded the Massachusetts tort threshold.

161. On September 30, 2002, First Spine false medical documentation was submitted through the U.S. Mail to Encompass in connection with treatment allegedly rendered to Sitha Ngeth and Sitha Mam.

162. On November 2, 2002, false First Spine records and invoices concerning treatment purportedly rendered to Samnang Ngeth were submitted through the U.S. Mail to Encompass.

163. In connection with treatment purportedly rendered to Sitha Mam, Encompass remitted payment by check, which traveled through the U.S. Mail, in the amount of \$4,894 on April 3, 2003.

164. In connection with treatment purportedly rendered to Sitha Ngeth, Encompass remitted payments by checks, all of which traveled through the U.S. Mail, in the amounts of \$4,431 on April 3, 2003 and \$423 on December 29, 2003.

165. In connection with treatment purportedly rendered to Samnang Ngeth, Encompass remitted payment by check, which traveled through the U.S. Mail, in the amount of \$4,754 on April 9, 2003.

**5. Claimant(s): Anthony Arias, Alma Carrasquillo, Demetri Molina, Roberto Delvalle**  
**DOL: 01/10/04**

166. In connection with Encompass claim no. 03532767, defendants created and submitted false medical documentation in furtherance of five claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

167. The claimants ranged in age from eight (8) to fifty-one (51).

168. Three of the four claimants were minors at the time of the accident.

169. All claimants presented to First Spine within three (3) days of the alleged accident.

170. Despite the wide disparity in the age of the claimants, all claimants received the same treatment modalities.

171. All claimants' re-evaluations were delayed for an identical period of time.

172. First Spine delayed submission of medical bills to Encompass until all claimants exceeded the Massachusetts tort threshold.

173. The treatment purportedly rendered to each claimant was supervised by McConnell and Culliney.

174. On April 16, 2004 and April 30, 2004, Encompass received through the U.S. Mail fraudulent medical records and bills in connection with treatment allegedly rendered to Alma Carrasquillo.

175. On April 15, 2004, April 16, 2004 and April 27, 2004, Encompass received through the U.S. Mail fraudulent medical records and bills in connection with treatment allegedly rendered to Anthony Arias.

176. On March 22, 2004, March 30, 2004, April 16, 2004 and April 30, 2004, Encompass received through the U.S. Mail fraudulent medical records and bills in connection with treatment allegedly rendered to Dimitri Molena.

177. On March 15, 2004, March 30, 2004, April 16, 2004 and April 30, 2004, Encompass received through the U.S. Mail fraudulent medical records and bills in connection with treatment allegedly rendered to Roberto Delvalle.

178. In connection with treatment purportedly rendered to Roberto Delvalle, Encompass remitted payments by checks, all of which traveled through the U.S. Mail, in the amount of \$1,740 on April 12, 2004 and in the amount of \$1,740 on October 13, 2004.

179. Encompass paid First Spine's bills in the amount of \$2,525 on April 12, 2004, in connection with the treatment allegedly rendered to Dimitri Molena, which payment traveled through the U.S. Mail.

180. Encompass paid First Spine's bills in the amount of \$2,385 on April 12, 2004, in connection with the treatment allegedly rendered to Alma Carrasquillo, which payment traveled through the U.S. Mail.

**6. Claimant(s): Chhang Kang, Chanda Kong, Phala Phoun**  
**DOL: 06/04/02**

181. In connection with Encompass claim no. 03465736, defendants created and submitted false medical documentation in furtherance of three claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

182. Each of the claimants, ranging in age from twenty (20) to sixty-four (64) years of age, allegedly complained of pain/injury in five (5) body parts.

183. The vehicle involved in the alleged collision sustained minimal damage.

184. The medical records created by the defendants failed to document the mechanism of injury.

185. First Spine medical records indicate that all claimants received excessive CPT-coded initial evaluations.

186. ***Following*** commencement of treatment, all three claimants were referred by First Spine to obtain x-rays.

187. The medical records created by the defendants, through First Spine, contained false information regarding prior medical history/condition of the claimants.

188. All claimants received identical treatment on at least forty-five (45) separate visits, amassing First Spine medical bills in excess of \$4,800 per claimant.

189. On August 16, 2002, August 23, 2002, October 7, 2002, and October 25, 2002, Encompass received through the U.S. Mail First Spine false medical documentation demanding payment for treatment allegedly rendered to Chhang Kong.

190. On August 16, 2002, August 23, 2002, October 7, 2002, and October 25, 2002, Encompass received through the U.S. Mail First Spine false medical documentation demanding payment for treatment allegedly rendered to Chanda Kong.

191. On July 16, 2002, July 22, 2002, August 16, 2002, September 9, 2002, and October 15, 2002, Encompass received through the U.S. Mail First Spine false medical documentation demanding payment for treatment allegedly rendered to Chhang Kong.

192. On July 16, 2002, August 15, 2002, and October 29, 2002, Encompass received through the U.S. Mail First Spine false medical documentation demanding payment for treatment allegedly rendered to Phala Phoun.

193. In connection with treatment purportedly rendered to Phala Phoun, Encompass remitted payments by checks, all of which traveled through the U.S. Mail, in the amounts of \$1,725 on September 11, 2002 and \$1,521 on September 20, 2002.

194. Encompass remitted payment through the U.S. Mail on September 6, 2002, in the amount of \$2,456 for treatment allegedly rendered to Chhang Kang.

195. Encompass remitted payment through the U.S. Mail on September 20, 2002, in the amount of \$1,045 for treatment allegedly rendered to Chhang Kang.

196. Encompass remitted payment through the U.S. Mail on December 31, 2002, in the amount of \$1,281 for treatment allegedly rendered to Chanda Kong.

197. Encompass remitted payment through the U.S. Mail on December 31, 2002, in the amount of \$1,890 for treatment allegedly rendered to Chanda Kong.

198. Encompass remitted payment through the U.S. Mail on January 14, 2003, in the amount of \$1,135 for treatment allegedly rendered to Chhang Kang.

199. Encompass remitted payment through the U.S. Mail on January 14, 2003, in the amount of \$1,195 for treatment allegedly rendered to Chanda Kong.

200. Encompass remitted payment through the U.S. Mail on February 26, 2004, in the amount of \$530 for treatment allegedly rendered to Chanda Kong.

**7. Claimant(s): Sokean Phlong, Brandon Ouer**  
**DOL: 02/14/03**

201. In connection with Encompass claim no. 03483838, defendants created and submitted false medical documentation in furtherance of two claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

202. Following an alleged collision on February 14, 2003, the claimants presented to First Spine where they each received identical evaluations and subsequent medical treatment administered and/or supervised by defendants Culliney and McConnell.

203. First Spine delayed reevaluation of both claimants for an identical period of 18 dates of service.

204. Incredibly, Brandon Oeur (age 5) purportedly received twenty-six (26) dates of service under the chiropractic supervision of chiropractors McConnell and Culliney during which he allegedly received treatment and modalities including electric muscle stimulation and a “thermal-agent”. Based upon the defendants’ documentation, all of the treatment is excessive, unwarranted and unreasonable.

205. The defendants delayed submission of medical records and bills in connection with Phlong and Oeur until both claimants met or exceeded the Massachusetts tort threshold.

206. The medical records advanced by defendants indicate that Phlong was totally disabled despite the fact that she reported in her application for insurance benefits that she sustained no lost wages or missed any time from work.

207. Encompass received via the U.S. Mail on May 20, 2003, and October 7, 2003, false medical documentation created by the defendants in connection with Sokean Phlong's claim.

208. Encompass received false medical documentation created by defendants through First Spine, via the U.S. Mail on April 7, 2003, April 22, 2003, February 26, 2004, and March 10, 2004, in connection with Brandon Oeur's claim.

209. Encompass paid Brandon Oeur's First Spine medical bills on May 14, 2003, in the amount of \$1,795.

210. Encompass paid Brandon Oeur's First Spine medical bills on April 19, 2004, in the amount of \$1,083.

211. Encompass paid Sokean Phlong First Spine medical bills on April 21, 2003, in the amount of \$2,000.

212. Encompass paid Sokean Phlong First Spine medical bills on June 11, 2003, in the amount of \$102.

213. Encompass paid Sokean Phlong First Spine medical bills on November 6, 2003, in the amount of \$1,465.

**8. Claimant(s): Sally Kong, Chinda Kruth**  
**DOL: 11/27/02**

214. In connection with Encompass claim no. 03481235, defendants created and submitted false medical documentation in furtherance of two claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

215. Both claimants alleged personal injuries arising from a November 27, 2002 automobile accident, which resulted in total property damage of \$258.

216. Both claimants presented to First Spine, where they received identical evaluations and were then referred to the hospital emergency room for x-rays.

217. First Spine medical records failed to document the mechanism of injury.

218. The police report indicates that there were no injured parties in either vehicle.

219. Each claimant received nearly identical, excessive treatment over the course of at least forty-six (46) dates of service.

220. The chiropractic care allegedly rendered in connection with both claimants was administered or overseen by defendants Culliney and McConnell.

221. First Spine medical records falsely indicate that both claimants had negative prior medical/injury history.

222. The defendants delayed submission of the claimants' medical records and bills until each claimant had met or exceeded the Massachusetts tort threshold.

223. False medical documentation in connection with treatment allegedly rendered to Sally Kong was forwarded to Encompass through the U.S. Mail on January 17, 2003, January 27, 2003, April 21, 2003, May 12, 2003, June 4, 2003 and June 13, 2003.

224. False medical documentation in connection with treatment allegedly rendered to Chinda Kruth was forwarded to Encompass through the U.S. Mail on January 27, 2003, October 21, 2004, December 31, 2004, and February 9, 2005.

225. Encompass submitted payment of Sally Kong's medical bills through the U.S. Mail on February 17, 2003, in the amount of \$1,910.



226. Encompass submitted payment of Sally Kong's medical bills through the U.S. Mail on June 20, 2003, in the amount of \$295.

**9. Claimant(s): Pamela Nou, Saroeun Hou**  
**DOL: 09/06/01**

227. In connection with Encompass claim no. 03456762, defendants created and submitted false medical documentation in furtherance of two claims advanced under Chinda Kruth's automobile insurance policy with Encompass (*see supra* Claim 8). *See* Exhibit 1.

228. On September 6, 2001, Pamela Nou and Saroeun Hou were allegedly injured while traveling in Kruth's vehicle, which sustained \$300 total damage.

229. Medical records created by First Spine failed to document the mechanism of alleged injury.

230. Subsequently, both claimants presented to First Spine within four (4) days of the alleged accident complaining of pain/injury in five (5) areas of their bodies.

231. Claimants received identical, excessive treatment over the course of forty-seven (47) separate dates of service, each amassing First Spine medical bills in excess of \$4,600.

232. The defendants delayed reevaluation of each claimant for an identical period of eighteen (18) dates of treatment.

233. The claimants managed to submit applications for insurance benefits within one week of the alleged loss. First Spine, however, delayed submission of medical bills and records until each claimant had nearly met the Massachusetts tort threshold.

234. The chiropractic treatment allegedly rendered to both claimants was administered and/or supervised by defendants Culliney and McConnell.

235. The false medical documentation created by the defendants in connection with Pamela Nou's claim was received by Encompass through the U.S. Mail on December 18, 2002, December 31, 2002, January 6, 2003, January 21, 2003, January 27, 2003, and March 8, 2004.

236. The false medical documentation created by the defendants in connection with Hou's claim was received by Encompass through the U.S. Mail on July 12, 2002, August 12, 2002, October 18, 2002, March 9, 2004, and October 22, 2004.

237. Encompass paid Saroeun Hou's medical bills in the amount of \$2,789 by check through the U.S. Mail on January 30, 2002.

238. Encompass paid Pamela Hou's medical bills in the amount of \$973 by check through the U.S. Mail on March 7, 2002.

**10. Claimant(s): Kosal Nguon, Sokcheath Prak, Sophalla Chum, Sophaly Chum  
DOL: 12/14/98**

239. In connection with Encompass claim no. 03381790, defendants created and submitted false medical documentation in furtherance of four claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

240. Following a minimal-impact accident, all four claimants presented to First Spine.

241. The police report indicates that no person involved in the accident sustained physical injury. Notwithstanding, all four claimants reportedly received the highest CPT Code for this initial evaluation (CPT Code 99205) at First Spine, which was unwarranted.

242. First Spine records indicate that all claimants complained of pain/injury in four (4) regions of their bodies.

243. The defendants delayed reevaluation of each claimant for an identical period of service.

244. All claimants received excessive treatment consisting of fifty (50) to fifty-one (51) dates of chiropractic service.

245. First Spine documents provide that each claimant was *totally disabled* for two to three weeks.

246. First Spine delayed submission of medical records and bills demanding insurance payments until all claimants had well exceeded the Massachusetts tort threshold

247. On April 19, 1999, May 3, 1999, and May 20, 1999, Encompass received through the U.S. Mail false medical documentation created by the defendants in connection with treatment allegedly rendered to Nguon Kosal.

248. On March 19, 1999, May 17, 1999, and December 30, 1999, Encompass received through the U.S. Mail false medical documentation created by the defendants in connection with treatment allegedly rendered to Prak Sok Cheath.

249. On March 15, 1999, April 5, 1999, May 3, 1999, May 6, 2001, and March 10, 2001, Encompass received through the U.S. Mail false medical documentation created by the defendants in connection with treatment allegedly rendered to Suphala Chum.

250. On March 15, 1999, May 3, 1999, May 5, 1999, and May 19, 1999, Encompass received through the U.S. Mail false medical documentation created by the defendants in connection with treatment allegedly rendered to Sophaly Chum.

251. Encompass remitted payment through the U.S. Mail on February 17, 2000, in the amount of \$1,833 for Prak Sok Cheeth's First Spine claims.

252. Encompass remitted payment through the U.S. Mail on March 30, 1999, in the amount of \$2,212 for Prak Sok Cheeth's First Spine claims.

253. Encompass remitted payment through the U.S. Mail on November 27, 2001, in the amount of \$1,558 for Suphala Chum's First Spine claims.

254. Encompass remitted payment through the U.S. Mail on November 27, 2001, in the amount of \$2,236 for Suphala Chum's First Spine claims.

255. Encompass remitted payment through the U.S. Mail on March 30, 1999, in the amount of \$1,847 for Suphala Chum's First Spine claims.

256. Encompass remitted payment through the U.S. Mail on March 30, 1999, in the amount of \$1,579 for Suphala Chum's First Spine claims.

**11. Claimant(s): Emmy Vann, Naravuth Mak, Narayuth Mak, Sandy Mak**  
**DOL: 04/25/99**

257. In connection with Encompass claim no. 03425232, the defendants created and submitted false medical documentation in furtherance of four claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

258. The four claimants were minors ranging from seven (7) years of age to twelve (12) years of age.

259. All four child claimants allegedly were restrained rear-seat passengers in the insured's 1989 Toyota Camry.

260. Total cost of repairs to the insured vehicle as a result of this minimal impact was \$335.

261. According to the police report, there were no injuries apparent or reported at the accident scene. However, an operator's report submitted in support of these claims indicated that all four (4) children and two (2) adult passengers sustained injury.

262. All four (4) minor claimants first presented to First Spine and *commenced* chiropractic treatment from defendant Culliney *sixty-five (65)* days after the alleged accident.

263. Medical records generated by the defendants indicate that all four (4) minor claimants complained of pain/injury in three (3) areas of their bodies.

264. Despite the fact that (1) this was a minimal impact accident, and (2) all of the claimants reported for "treatment" more than 2 months post-accident, each claimant received the highest CPT Code for his or her initial evaluation (CPT Code 99205), which was unwarranted in light of defendants' medical documentation.

265. The defendants delayed reevaluation of each of the four (4) minor claimants until at least the 18th day of service.

266. Each claimant allegedly received excessive treatment during at least twenty-eight (28) chiropractic appointments.

267. Incredibly, two of these minor claimants were declared *totally disabled* as a result of the loss.

268. The defendants delayed submission of medical records and bills to Encompass until all claimants met or exceeded the Massachusetts tort threshold.

269. Encompass received via the U.S. Mail false medical documentation created by the defendants by letters dated September 7, 1999, September 20, 1999, October 4, 1999 and October 18, 1999, in connection with chiropractic treatment allegedly rendered to Naravuth Mak.

270. Encompass received via the U.S. Mail false medical documentation created by the defendants by letters dated September 7, 1999, October 4, 1999 and October 18, 1999, in connection with chiropractic treatment allegedly rendered to Emmy Vann.

271. Encompass received via the U.S. Mail, false medical documentation created by defendants by letters dated September 7, 1999, and September 20, 1999, in connection with chiropractic treatment allegedly rendered to Sandy Mak.

272. Encompass received via the U.S. Mail false medical documentation created by defendants by letters dated September 7, 1999, September 20, 1999, and December 13, 1999, in connection with chiropractic treatment allegedly rendered to Narayuth Mak.

273. Encompass remitted payment via the U.S. Mail on February 16, 2000, in the amount of \$150 for treatment allegedly rendered to Naravuth Mak.

274. Encompass remitted payment via the U.S. Mail on February 16, 2000, in the amount of \$150 for treatment allegedly rendered to Emmy Vann.

275. Encompass remitted payment via the U.S. Mail on June 26, 2000, in the amount of \$3,073 for treatment allegedly rendered to Narayuth Mak.

276. Encompass remitted payment via the U.S. Mail on February 16, 2000, in the amount of \$150 for treatment allegedly rendered to Sandy Mak.

277. Encompass remitted payment via the U.S. Mail on June 26, 2000, in the amount of \$1,866 for treatment allegedly rendered to Sandy Mak.

278. Encompass remitted payment via the U.S. Mail on June 26, 2000, in the amount of \$3,023 for treatment allegedly rendered to Emmy Vann.

279. Encompass remitted payment via the U.S. Mail on June 26, 2000, in the amount of \$2,763 for treatment allegedly rendered to Naravuth Mak.

**12. Claimant(s): Tim Oeun**  
**DOL: 09/22/01**

280. In connection with Encompass claim no. 03457313, defendants created and submitted false medical documentation in furtherance of a claim advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

281. Mr. Oeun is alleged to have sustained severe personal injury in a minor automobile accident, following which he reported to First Spine complaining of pain and injury in five (5) body regions.

282. According to medical documentation created and advanced by defendants, Mr. Oeun was subjected to an initial examination and was declared totally disabled for nine (9) days.

283. Despite defendants' medical documentation, which appears to document a severely injured Oeun, he was "discharged" on his 18th visit to First Spine (contrary to the pattern of nearly every other First Spine automobile accident patient).

284. Further investigation revealed that on the day following his "discharge," Mr. Oeun was involved in a subsequent automobile accident on October 30, 2001 (for which he commenced yet another round of chiropractic treatment).

285. Despite treatment records (for the initial accident) indicating that Mr. Oeun's treatment frequency reduced as he progressed through treatment, Oeun actually received (or at least First Spine demanded payment in connection with) a treatment frequency of at least 3 times a week through the entirety of his alleged First Spine care related to claim no. 03457313.

286. The foregoing leads to the obvious conclusion that Oeun was treating and complaining of significant discomfort as of his eighteenth visit, but was discharged in order to allow Oeun to commence a new regimen of treatment in connection with the October 30, 2001 loss.

287. Mr. Oeun subsequently returned to First Spine in connection with yet another alleged motor vehicle accident occurring on October 13, 2004.

288. False medical documentation created and advanced by defendants in connection with Mr. Oeun's claim was received by Encompass through U.S. Mail on January 18, 2002.

289. Encompass remitted payment of Mr. Oeun's claim via the U.S. Mail on September 12, 2002, in the amount of \$472.

290. Encompass remitted payment of Mr. Oeun's claim via the U.S. Mail on February 25, 2003 in the amount of \$1,315.

291. Mr. Oeun has been involved in and/or advanced auto insurance claims in connection with approximately ten automobile accidents.

292. In connection with nearly every accident, Mr. Oeun obtained treatment from defendant Culliney (or at least from a facility with which Culliney was associated).



293. Specifically, in connection with two automobile accident claims advanced in August 1994 and October 1996, Mr. Oeun purportedly received chiropractic treatment at World Family Chiropractic, Culliney's former employer. Defendant Culliney was later named as a defendant in a civil racketeering action brought in U.S. District Court (Massachusetts) against World Family Chiropractic.

294. Another former World Family Chiropractic employee, Sokha Dy, followed Culliney to First Spine and is still employed there. At her deposition in the World Family case, Ms. Dy invoked her privilege against self-incrimination in response to all material questions.

**13. Claimant(s): Chanthu Phauk, Jacriya Phauk, Melinda Phauk, Channara Phauk, Veda Phauk, Johnny Phauk, Taevy Phauk, Dika Phauk, Channate Phauk**  
**DOL: 11/02/03**

295. In connection with Encompass claim no. 03513995, defendants created and submitted false medical documentation for *nine* claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

296. Information provided by First Spine patients Chanthu Phauk, Jacriya Phauk, Melinda Phauk, Channara Phauk, Veda Phauk, Johnny Phauk, Taevy Phauk, Dika Phauk, Channate Phauk in connection with an automobile collision reportedly occurring on November 2, 2003, revealed evidence that defendants (1) billed for treatment that was not rendered (2) allegedly rendered treatment for injuries not complained of, and (3) allegedly provided treatment not related to the documented injury (heat therapy).

**14. Claimant(s): Nikki Kim**  
**DOL: 02-13-01**

297. In connection with Encompass' claim no. 03418926, defendants created and submitted false medical documentation in furtherance of a claim advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

298. Ms. Kim was four months pregnant and received an evaluation with a complaint of neck, mid-back pain and low back pain as well as abdominal pain. Although this pregnant patient reported abdominal pain, the initial note of Culliney indicates "I did not perform an examination of the abdominal region nor did I palpate the region today." Notwithstanding, First Spine billed Encompass for the highest CPT Code for an initial examination (CPT Code 99205), which was not warranted.

299. The diagnosis of cervical thoracic and lumbar sprain/strain was not consistent with the mechanism of injury.

300. Given the mechanism of injury, treatment consisting of forty-four (44) visits over 105 days was excessive; in fact, the treatment lasted beyond the expected natural resolution timeline *absent* medical intervention.

301. The First Spine recipe of excessive treatment with no nexus between treatment and symptoms and a lack of independent chiropractic decision making is clearly exemplified by comparing Ms. Kim's treatment regime in this case to that in a prior accident, involving a much more serious collision. Ms. Kim was involved in an accident on October 21, 1998, wherein her vehicle sustained approximately \$10,000 worth of damage, and she received forty-eight (48) treatments over ninety-five (95) days. In the present accident, Ms. Kim was involved in a parking lot accident wherein another vehicle backed into her vehicle, and she received forty-four (44) treatments over 105

days. In both instances, First Spine fraudulently billed Encompass for the highest CPT Code for an initial examination (CPT Code 99205), which was not warranted in either case.

**15. Claimant(s): Chareth Rath, Kan Peov, Kristina Rath, Saleen Phan,  
Vongdeaone Khiaosoth  
DOL: 10/27/03**

302. In connection with Encompass' claim no. 03513997, defendants created and submitted false medical documentation in furtherance of five claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

303. This very low speed, rear-end, collision caused \$200 damage and involved five claimants, ranging in age from eleven (11) to forty-two (42).

304. All five claimants presented to First Spine one day post-accident.

305. Kan Peov underwent an independent evaluation on December 17, 2003. The examiner found evidence that the patient was exaggerating the severity of his symptoms.

306. Kristina Rath (age 11) received excessive treatment consisting of forty-eight (48) treatments over 125 days involving overutilization of thermal agents, traction and electrical stimulation. This patient was not re-examined until the 17th visit. Her course of treatment was excessive for a minor and unsupported by the defendants' chiropractic documentation.

307. The course of treatment far outlasted the expected natural resolution timeline *absent* medical intervention.

308. The fact that an eleven (11) year old was prescribed forty-eight (48) treatments over four (4) months entirely undermines confidence in the validity of the treatment regimes for the adult patients.

309. The defendants' records for Vongdeane Khiaosoth (age 36) fail to substantiate why forty-five (45) treatments over approximately 120 days were necessary.

310. The defendants' records regarding Saleen Phan (age 33) fail to substantiate why forty-six (46) treatments over approximately 120 days were necessary.

311. Although Phan presented with complaints of headache and nausea, no cranial nerve examination was conducted.

312. The defendants' records regarding Chareth Rath (42) fail to substantiate why forty-eight (48) treatments over approximately 105 days were necessary.

313. Incredibly, five individuals, including an eleven (11) year old, were apparently determined to require the same level of treatment and realized little better than a 2% improvement per visit over the course of four months of treatment.

**16. Claimant(s): Ly Chan, Pheakdey Sok**  
**DOL: 10/02/02**

314. In connection with Encompass' claim no. 03485991, defendants created and submitted false medical documentation in furtherance of two claims advanced under an automobile insurance policy with Encompass. *See Exhibit 1.*

315. This rear-end, motor vehicle accident resulted in *no* damage.

316. None of the chiropractic records discusses the extent of impact (or lack thereof).

317. Although Ly Chan (61) suffered a stroke three years prior to the accident, no cranial nerve testing was performed.

318. She received forty (40) treatments over approximately 120 days, which was grossly excessive in light of her injuries (or lack thereof).

319. She was determined to be totally disabled even though she was unemployed. The period of total disability is not reported.

320. Pheakdey Sok (age 24) received forty-six (46) chiropractic treatments over approximately 130 days, which was also excessive.

321. The treatment course far exceeded the expected natural resolution timeline *absent* medical intervention for these injuries.

**17. Claimant(s): Ron Phay, Miriam Rivera, Susie Soeun**  
**DOL: 09/16/02**

322. In connection with Encompass' claim no. 03485151, defendants created and submitted false medical documentation in furtherance of a claim advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

323. This claim involved a two-car accident wherein *the driver from one car* and two occupants *from the second car* all presented at First Spine one day after the accident.

324. The First Spine records are misleading in that the description of the accident provided in reports submitted by passengers in both vehicles indicate that the vehicle in which *they* were traveling was struck by another vehicle.

325. Susie Soeun (age 20) received forty-six (46) treatments, which was grossly excessive.

326. Ron Phay (age 21) received thirty-seven (37) treatments, which was excessive.

327. Miriam Rivera (age 41), the driver of the vehicle, received thirty-nine (39) treatments, which was excessive.

328. Evidence of head trauma or complaints of head pain are noted with all three individuals, yet none of the evaluations included a cranial nerve examination.

329. To avoid scrutiny, Miriam Rivera was referred to Associated Health Care Group (“AHC”) (another Giampa Clinic). AHC records note that she complained of neck pain to the *left* side and limited mobility of the *left* shoulder with no diminished sensation of the *left* hand on October 14, 2002.

330. She returned on November 11, 2002 reporting “decreasing *right* radiating pain.”

331. She then returned on December 2, 2002 with a mild deficit of sensation to the *right* C5 and C6 distribution to the arm, wrist and hand.

332. During the initial chiropractic evaluation at First Spine on September 17, 2002, increased sensation was noted at C6, C7, C8 dermatomes on the *left*.

333. The defendants’ notes of December 2, 2002 report decreased sensation of the *left* C6 dermatome.

334. Based upon the patent inconsistencies contained within the documentation submitted by Associated Health Care Group and First Spine (both Giampa Clinics), none of the chiropractic care was justified or compensable.

**18. Claimant(s): Timmy Tim, Oeun Tim**  
**DOL: 05/16/99**

335. In connection with Encompass’ claim no. 03425856, defendants created and submitted false medical documentation in furtherance of two claims advanced under an automobile insurance policy with Encompass. *See Exhibit 1.*

336. Oeun Tim, also known as Tim Oeun, has been involved in a number of collisions and received prior treatment at First Spine. *See supra* Claim 12.

337. The police report indicates that there were no injuries and does not list any passengers.

338. Both Oeun Tim and Timmy Tim (age 6) presented one day post-accident and received the highest CPT Code for an initial examination (CPT Code 99205), which was unwarranted.

339. Timmy Tim presented to First Spine with tenderness in the forehead and evidence of a hematoma. There is no evidence of a cranial nerve examination during his initial evaluation.

340. He received thirty-two (32) treatments over approximately three months, which was excessive. The fact that a six-year old was provided manipulation, traction, thermal agents and electrical stimulation entirely compromises the validity of any treatment referenced in the Third Amended Complaint. The amount of treatment rendered was excessive, especially for a minor.

**19. Claimant(s): Chan Tim, Pheap Tim, Tob Lay, Vibol Tim**  
**DOL: 05/24/01**

341. In connection with Encompass' claim no. 03445658, defendants created and submitted false medical documentation in furtherance of four claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

342. Pheap Tim and Tob Lay were under active treatment with regard to an accident on April 19, 2001.

343. All four individuals presented to First Spine one day following the May 24, 2001 accident, which was the subject of this claim.

344. Incredibly, a three-year old patient, Vibol Tim, underwent twenty-four (24) chiropractic treatments including manipulation, thermal agent and electrical stimulation over fifty (50) days and was noted to be progressing slowly. The three-year old patient was not re-evaluated until the eighteenth visit. The fact that a three-year old was determined to require twenty-four (24) visits entirely compromises the validity of the Treatment Recipe and any thought of individual decision-making relative to the adult patients identified throughout the Third Amended Complaint. This treatment is grossly excessive and unwarranted in light of the medical records.

345. The three adult claimants, ages thirty-one (31), thirty-one (31) and fifty-one (51), all received approximately forty-five (45) treatments over 100-110 days, which was excessive and unwarranted in light of the medical documentation.

346. Although the thirty-one (31) year old female was described as having lacerations, bruising of the face and swelling, as well as a constant headache and numbness from the top of her right shoulder to her elbow, no cranial nerve examination was performed.

347. First Spine billed Encompass in connection with all four patients for the highest CPT Code for an initial examination (CPT Code 99205), which was not warranted.

**20. Claimant(s): Cheatra So, Nheop So, Paulika So, Phaetra So, Savuth Phan, San Samnang, Alex Nunez**  
**DOL: 02/24/02**

348. In connection with Encompass' claim no. 03462771, defendants created and submitted false medical documentation in furtherance of seven claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.



349. Seven individuals allegedly were injured in this accident involving a 1998 Jeep Grand Cherokee, which sustained approximately \$300 of rear-end damage.

350. The police report only identifies six (6) individuals. It did not mention San Samnang, a twenty (20) year old claimant.

351. Paulika So (age 10) received excessive treatment consisting of forty-eight (48) visits, including manipulation, thermal agent and electrical stimulation over approximately four months.

352. Phaectra So (age 13) presented two days post-accident and received excessive treatment consisting of forty-nine (49) treatments over approximately four months, consisting of manipulation, thermal agent, and electrical stimulation during the early stages.

353. Cheatra So (age 14) received excessive treatment consisting of forty-seven (47) treatments over approximately four months.

354. Savuth Phan (age 31) received excessive treatment consisting of thirty-three (33) treatments over approximately three months.

355. Nheop So (age 39) was considered totally disabled and received forty-eight (48) excessive treatments over approximately four months.

356. Thus, seven (7) individuals ranging in age from age seven (7) to age thirty-nine (39) and all claiming to be occupants in a Jeep that was supposedly rear-ended and only sustained approximately \$300 in damage, received unwarranted and excessive chiropractic intervention. The presentations in all the reports are not consistent with the mechanism of injury as described.

**21. Claimant(s): Bin Suon, Ngeth Soeung**  
**DOL: 11/18/00**

357. In connection with Encompass' claim no. 03415264, defendants created and submitted false medical documentation in furtherance of three claims advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

358. Bin Suon is reported to be injured in the police report and is taken to the hospital. No other injuries are reported.

359. Both Suon and Soeung presented to First Spine and received upcoded initial evaluations.

360. Soeung was declared totally disabled for a period of nine (9) days through November 27, 2000. However, an attached emergency room record indicates that he presented on November 26, 2000, reporting an injury to his hand sustained at work. This is not mentioned in defendants' chiropractic records. Moreover, defendants' medical documentation declaring Ngeth Soeung disabled is false given the fact that he continued working.

361. The EMS records indicate that the vehicle in which these individuals were occupants merely sustained a small dent and scratch on the right side door.

362. Bin Suon was declared totally disabled for two to four weeks, which is not justified by the medical documentation.

363. Both individuals received approximately forty-five (45) treatments over a period of four (4) months. The level of treatment is excessive given the documented mechanism of injury, symptoms and the treatment allegedly rendered.

**22. Claimant(s): Punlork Sar; Jorge Diaz, Sambath Bo, Lysabad Bo, Samantha Mao, Samban Bo, Sambath Bo, Sambun Sar**  
**DOL: 02/11/01**

364. In connection with Encompass claim no. 03418795, defendants created and submitted false medical documentation for seven claimants ranging from seven (7) years of age to fifty-three (53) years of age advanced under an automobile insurance policy with Encompass. *See* Exhibit 1.

365. Not only did First Spine treat all the claimants in the vehicle owned and insured by Mr. Sar, First Spine also had the good fortune to allegedly render treatment to the driver of the adverse vehicle, Jorge Diaz.

366. The next day, all seven claimants (from both vehicles) allegedly received the highest possible CPT Code for their initial exams (CPT Code 99205), which was unwarranted, under the direction and supervision of defendants Culliney and McConnell.

367. The insured vehicle allegedly sustained \$900 in damage (parts and labor).

368. The false medical documentation advanced by First Spine failed to properly document the physical condition of the claimants.

369. The defendants delayed re-examination of all claimants, regardless of differences in age, physical condition and alleged injury.

370. The seven (7) year old claimant received excessive treatment consisting of thirty-two (32) total dates of alleged chiropractic service, amassing medical bills in excess of \$3,200. The fifty-three (53) year old male driver of the adverse vehicle also received excessive treatment consisting of thirty-two (32) dates of alleged chiropractic treatment and amassed in excess of \$3,100 in First Spine medical bills.

371. Despite the fact that all claimants appeared to have completed and submitted Personal Injury Protection (“PIP”) benefit applications on a timely basis, defendants delayed submission of false medical documentation until the claimants met or exceeded the Massachusetts tort threshold. *See* Exhibit 1.

372. First Spine medical records indicate that the adverse operator claimant had no relevant prior medical history. However, Encompass’ investigation revealed similar prior losses.

373. On or about March 8, 2002, Encompass received through the U.S. Mail First Spine false medical documentation in connection with treatment allegedly rendered to Punlork Sar.

374. On or about March 11, 2001, Encompass received through the U.S. Mail First Spine false medical documentation in connection with treatment allegedly rendered to Sambath Bo.

375. On or about June 6, 2001, Encompass received through the U.S. Mail First Spine false medical documentation in connection with treatment allegedly rendered to Lysabad Bo.

376. On or about June 6, 2001, Encompass received through the U.S. Mail First Spine false medical documentation in connection with treatment allegedly rendered to Samban Bo.

377. On or about May 24, 2001, Encompass received through the U.S. Mail First Spine false medical documentation in connection with treatment allegedly rendered to Samentha Mao.

378. On or about October 22, 2001, Encompass received through the U.S. Mail First Spine false medical documentation in connection with treatment allegedly rendered to Sambun Sar.

379. On September 3, 2002, November 5, 2002 and October 14, 2004, letters were sent by lawyers on behalf of First Spine to Encompass demanding payment in connection with chiropractic treatment allegedly related to the collision described above.

380. Encompass remitted payment by check via the U.S. Mail on June 15, 2001, in the amount of \$1,818, for treatment allegedly related to Lysabad Bo.

381. Encompass remitted payment by check via the U.S. Mail on July 16, 2001, in the amount of \$2,105, for treatment allegedly related to Sambun Sar.

382. Encompass remitted payment by check via the U.S. Mail on June 15, 2001, in the amount of \$1,973, for treatment allegedly related to Sambun Sar.

383. Encompass remitted payment by check via the U.S. Mail on June 19, 2001, in the amount of \$1,150, for treatment allegedly related to Samentha Mao.

384. Encompass remitted payment by check via the U.S. Mail on June 15, 2001, in the amount of \$2,053, for treatment allegedly related to Samentha Mao.

385. Encompass remitted payment by check via the U.S. Mail on June 19, 2001, in the amount of \$2,220, for treatment allegedly related to Samban Bo.

386. Encompass remitted payment by check via the U.S. Mail on June 15, 2001, in the amount of \$1,878, for treatment allegedly related to Samban Bo.

387. Encompass remitted payment by check via the U.S. Mail on June 21, 2001, in the amount of \$1,400, for treatment allegedly related to Sambath Bo.

388. Encompass remitted payment by check via the U.S. Mail on June 21, 2001, in the amount of \$1,795, for treatment allegedly related to Lysabad Bo.

389. Encompass remitted payment by check via the U.S. Mail on June 15, 2001, in the amount of \$1,958, for treatment allegedly related to Sambath Bo.

390. Encompass remitted payment by check via the U.S. Mail on June 15, 2001, in the amount of \$1,968, for treatment allegedly related to Punlork Sar.

391. Encompass remitted payment by check via the U.S. Mail on July 16, 2001, in the amount of \$1,170 for treatment allegedly related to Punlork Sar.

392. Encompass remitted payment by check via the U.S. Mail on July 19, 2001, in the amount of \$450, for treatment allegedly related to Punlork Sar.

393. In addition, Encompass paid \$4,700 to Jorge Diaz in settlement of his alleged third-party tort claim, supported in significant part by the fraudulent medical bills Diaz allegedly incurred through First Spine.

#### **VIII. MAIL FRAUD RACKETEERING ACTIVITY**

394. The defendants created, prepared and processed false medical documentation and intentionally violated the laws of the United States by devising and intending to devise schemes to defraud and obtain money and property by means of false and fraudulent pretenses in representations, and by placing or causing to be placed, in a post office and/or authorized depository for mail matter, things to be sent and delivered by the United States Postal Service for the purpose of executing such fraudulent schemes and attempting to do so, in violation of 18 U.S.C. § 1341 (mail fraud).

395. Unless otherwise pled to the contrary, all documents, notes, reports, health insurance claim forms, medical diagnoses, CPT Code tally sheets, referrals, letters and

request for payments in connection with the insurance claims referenced throughout this Third Amended Complaint traveled through the U.S. Mail.

396. In the case of documents generated in connection with Encompass claimants from the First Spine clinic, the medical records began as daily treatment notes, commonly referred to as “S.O.A.P.” notes, that were allegedly created by the treating chiropractor and supposedly reflected the treatment provided by the chiropractor during each visit.

397. The First Spine clinic staff then created summary sheets from the daily treatment or S.O.A.P. notes, using either letter codes or CPT Codes to identify the treatment provided to each patient in the clinic on that date. These summary sheets were mailed and/or faxed from the First Spine facility to Future Management headquarters. Thereafter, the corresponding medical invoice was generated by the billing staff at Future Management headquarters.

398. Subsequently, the invoices wholly generated at Future Management headquarters were combined with medical narrative records and mailed from Future Management headquarters to (1) insurance companies (including Encompass) as well as, (2) patients’ personal injury counsel. Upon information and belief, on some occasions, the billing staff at Future Management headquarters altered the treatment records or S.O.A.P notes to match the invoices they were sending to Encompass.

399. Accordingly, the alleged treating chiropractors did not confirm the accuracy of the amounts billed in connection with treatment purportedly rendered and, concomitantly, the amounts were not premised upon the actual level of service rendered

but, instead, were preordained in many cases, including some of the cases for which Encompass seeks damages in this lawsuit.

400. Every automobile insurance claim detailed within and in the attached Exhibits involved at least one use of the U.S. Mail, including the mailing of, among other things, the notice of claim, initial policies, insurance payments, claims settlement checks and the return of the cancelled settlement drafts to the financial institution(s) from which the draft(s) were drawn, as well as return of settlement draft duplicates to the insurance carrier's home office for filing.

401. Moreover, each claim identified herein involved at least one mailing since policy documents are issued through the mail at the inception of the policy. In addition, negotiated checks are always returned to Encompass via the U.S. Mail.

402. The defendants either personally used the mails to further the fraudulent scheme by causing fraudulent medical bills and records to be mailed to Encompass and/or counsel for claimants and/or acted with knowledge that the use of the mails would follow in the ordinary course of business.

403. The defendants knew that their offices, a patient, a claimant, an insurance carrier, the patient's attorney, another medical provider or the plaintiff would use the mail in connection with each of the fraudulent claims, including issuing payments based upon defendants' fraudulent documentation.

404. Encompass estimates that the defendants' fraudulent medical billing scheme generated hundreds of mailings. A table highlighting selected examples of mail fraud from the First Spine files is annexed hereto as Exhibit 2 and incorporated herein by reference.



405. The defendants' fraudulent scheme went undetected until Encompass had sustained substantial financial injury. The nature of defendants' fraudulent scheme was self-concealing by its very nature – false medical reports and false invoices appearing legitimate on their face.

406. The defendants intentionally concealed the fraudulent medical billing scheme from Encompass.

407. Upon defendants' first notice of Encompass' outside investigation (beginning approximately in May-June 2005), defendants instructed Future Management employees to execute confidentiality agreements regarding their knowledge of defendants' business activities, including the conduct alleged in this Third Amended Complaint.

**IX. SPECIFIC ALLEGATIONS REGARDING GIAMPA CHIROPRACTORS' AND KENNEDY BROTHERS' CONTROL OF THE ENTERPRISES**

408. The Giampa Chiropractors and the Kennedy Brothers are the alter egos of First Spine, Kennedy Supply, Future Management, and the Giampa Clinics (hereinafter collectively referred to as "Defendant Entities").

409. Through the Giampa Chiropractors' and Kennedy Brothers' direction and control of the Defendant Entities, they substantively disregarded the Defendant Entities' corporate forms.

410. In every case in which First Spine patients were provided with unreasonable, unnecessary and excessive chiropractic treatment and/or when false medical documentation was created at First Spine, the Giampa Chiropractors and Kennedy Brothers supervised and/or directed the chiropractors in connection with such treatments.

411. At all material times, the employees of First Spine were under the direction and control of the Giampa Chiropractors and Kennedy Brothers.

412. First Spine chiropractors were required by the Giampa Chiropractors and Kennedy Brothers to follow the Treatment Recipe without deviation.

413. Accordingly, First Spine chiropractors, under the direction and control of the Giampa Chiropractors and Kennedy Brothers, exercised no independent medical decision making with respect to the treatment of automobile accident patients.

414. First Spine followed identical, pre-ordained assessments and therapy protocols and used virtually identical treatment and billing forms in connection with almost every patient.

415. First Spine issued and sought payment for identical durable medical supply packages for auto accident claimants, regardless of need and/or the type, nature and/or severity of injury allegedly sustained.

416. By way of example, Encompass conducted a statement under oath of Phally Samith, an Encompass insured and current employee of First Spine, in connection with a November 23, 2003, automobile collision. Samith testified that:

- Each First Spine patient receives an identical recipe of treatment regardless of the type, nature and/or extent of alleged injury;
- First Spine provides each patient with an identical package of durable medical goods (biofreeze, ice pack, and neck collar) regardless of the type, nature and/or extent of the injury; and

- Unlicensed employees of First Spine provided chiropractic therapies to First Spine patients/Encompass claimants with little or no supervision from a chiropractor.

417. The Giampa Chiropractors and Kennedy Brothers controlled and directed all management and financial decisions of First Spine and Future Management.

418. The defendants engaged in collection practices on behalf of First Spine and Future Management knowing that the chiropractic services for which collection was sought were in violation of 233 CMR §§ 4.00-4.15, and that the alleged treatment rendered by chiropractors was unreasonable, unnecessary, excessive and/or not warranted. Accordingly, the bills submitted for such services were unfair and deceptive.

419. In addition to being individually and personally liable because of this knowledge, the Giampa Chiropractors and Kennedy Brothers are also vicariously liable for the conduct of the Defendant Entities and the conduct of their employees and agents (including chiropractors and chiropractic aides).

420. Upon information and belief, First Spine is nominally capitalized.

421. Upon information and belief, corporate record keeping is insufficient with regard to intra- and inter- corporate records.

422. Upon information and belief, the Defendant Entities' intertwined financial transactions violate accepted corporate practices for corporations in good standing under Massachusetts law.

423. Upon information and belief, First Spine maintains inadequate record keeping regarding financial transactions between the Giampa Clinics.

424. Upon information and belief, the Giampa Chiropractors and Kennedy Brothers created First Spine not to heal injured persons but to pursue their insurance fraud schemes, which included issuing to Encompass false, fraudulent and excessive medical bills to obtain money to which they were not entitled.

**X. THE MURDER-FOR-HIRE PLOT AGAINST PLAINTIFF'S FORMER  
LEAD ATTORNEY**

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425. In order to protect, facilitate and maintain the fraudulent billing scheme described in this Third Amended Complaint, and in furtherance of the conspiracy among all the defendants, defendant Frederick Giampa, working with his long-time friend and close business associate, Rocco Talluto ("Talluto"), solicited the murder of plaintiff's former lead counsel.

426. Over the course of a four-month period in the late summer and fall of 2007, plaintiff's former lead counsel was repeatedly stalked by men who were hired and paid by defendant Frederick Giampa and Talluto to murder plaintiff's former lead counsel. Two attempts were made on plaintiff's former lead counsel's life: one on August 29, 2007, and another on October 30, 2007. The details of that murder-for-hire plot are outlined below.

**A. Events Leading to the First Attempt on Plaintiff's Former Lead  
Counsel's Life on August 29, 2007**

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427. On August 27, 2007, Plaintiff's former lead counsel arrived at his law office an hour or so later than his usual arrival time of between 6:30 a.m. and 7:00 a.m. A law firm employee later recalled that a pick-up truck was backed into a parking space beside a dumpster in a lot adjacent to the building that morning.

428. On the morning of August 28, 2007 between 6:30 a.m. and 7:00 a.m., plaintiff's former lead counsel parked his vehicle in the parking lot of his law office. In the adjacent lot, he noticed a green pick-up truck backed into a parking spot by the dumpster with its engine running. As plaintiff's former lead counsel approached the side entrance to the office building, the passenger of the truck exited the vehicle and approached the same entrance. Plaintiff's former lead counsel arrived at the side door of the building, and stood with the door propped open behind his back, allowing the passenger to enter the building in front of him. The individual appeared to be holding something under his arm, and had something wrapped around, or covering, his hand. The man then walked past plaintiff's former lead counsel and up the stairs to the second floor. At the time, plaintiff's former lead counsel did not give the incident much thought.

429. Subsequently, an employee of the former lead counsel's law firm reported to the Quincy, Massachusetts police that she saw a man sitting in a dark green pick-up truck backed into a parking space when she arrived to work at approximately 8:30 a.m. that morning.

430. On the morning of August 29, 2007, plaintiff's former lead counsel arrived at his office between 6:30 a.m. and 7:00 a.m. and again noticed the same green truck in the adjacent lot. The truck drove towards him as he walked towards his building. Again, the same passenger exited the vehicle and approached the building as plaintiff's former lead counsel walked towards the side entrance. Plaintiff's former lead counsel opened the door, but this time he did not hold the door open for the passenger but instead asked the individual what he needed. The individual held a stack of Metro newspapers (typically available for free) and stated that he needed to drop off the newspapers.

Plaintiff's former lead counsel inquired for whom and where was he delivering the papers. The man stated that he was bringing the papers up to the second floor and would place the papers in the window. The second floor stairwell and common area of the law firm office, however, was not open to the public and not used by the firm or other tenant businesses. Although the window was visible from the outside, no one from the office ever had cause to go to that area of the building.

431. Plaintiff's former lead counsel informed the man that this office was a law firm and no one used the second or third floor entrances. He told the man to deliver the papers to the front entrance. Plaintiff's former lead counsel then turned his back to enter the building.

432. At that point, the individual savagely attacked plaintiff's former lead counsel by hitting him in the head several times. During the attack, the assailant used brass knuckles. The assailant said nothing to plaintiff's former lead counsel during the attack, nor did he take any items from him.

433. After the attack, plaintiff's former lead counsel was bloody and confused, his glasses had been broken, he could not tell where he was bleeding from, and his head throbbed. He drove back to his home, called the police and drove to the hospital, which is around the block from his apartment. The police arrived minutes later.

434. As a result of the attack, plaintiff's former lead counsel suffered a severe head injury that required the use of 17 staples to close the wounds, his hand was broken, his ribs were bruised, and he suffered multiple contusions and abrasions to his face.

435. This attack occurred in the middle of deposition discovery in the instant case. Frederick Giampa's deposition had occurred the week before, on August 21, 2007,

and plaintiff's former lead counsel was originally scheduled to depose Joseph Giampa on August 30, 2007.

436. Immediately following the attempt on plaintiff's former lead counsel's life, the attacker ("Attacker 1") placed a cell phone call to Talluto, who then immediately called Frederick Giampa.

**B. Events Leading to the Second Attempt on Plaintiff's Former Lead Counsel's Life on October 30, 2007**

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437. On the morning of October 29, 2007, plaintiff's former lead counsel arrived at the office between 7:00 a.m. and 7:30 a.m. (By this time, he had stopped going to the office at his usual time between 6:30 a.m. and 7:00 a.m.). He noticed that he was again the first person to arrive. He noticed an individual walking through the adjacent parking lot. When plaintiff's former lead counsel exited his car, the individual began to follow him to the building. At that point, plaintiff's former lead counsel returned to his car and exited the property.

438. The continuation of Frederick Giampa's deposition originally had been scheduled for that day. On October 3, 2007, however, Frederick Giampa's October 29, 2007 deposition was postponed until an undetermined time. Also, Joseph Giampa had been scheduled to be deposed on October 31, 2007. That deposition, however, was also postponed earlier in the month.

439. On the morning of October 30, 2007, shortly after 7:00 a.m., plaintiff's former lead counsel exited his apartment building and walked toward his vehicle, parked in its usual location at his apartment complex. While entering his car, with the driver's side door still ajar, plaintiff's former lead counsel observed a man rushing toward him, simultaneously pulling down a ski mask over his face, and wielding a baseball bat.

440. Plaintiff's former lead counsel stood up from his nearly-seated position and turned to face the attacker while raising his left arm to shield his face. As the individual swung the bat at his head, plaintiff's former lead counsel managed to use his forearm to shield the impact and was slammed in the elbow. The assailant then fled the scene.

441. Plaintiff's former lead counsel believed that the individual could have been the same man he saw in the parking lot on the morning of October 29, 2007. The assailant fled in a white pick-up truck. Plaintiff's former lead counsel immediately called the police and reported the attack.

442. On the morning of October 30, 2007, shortly following the attack, this masked, baseball bat-wielding attacker ("Attacker 2") sent several text messages to Attacker 1. Attacker 2 also made several phone calls to Attacker 1. After Attackers 1 and 2 spoke, Attacker 1 immediately called Talluto, who shortly thereafter phoned Frederick Giampa.

**C. The High-Speed Chase and Arrest of Two of the Attackers Hired To Murder Plaintiff's Former Lead Counsel**

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443. On the morning of November 2, 2007, a neighbor who knew of the prior attacks against plaintiff's former lead counsel saw a suspicious van in the parking lot of their apartment building while walking his dog. He observed two males sitting in the van, with the engine running, and the license plate covered with an opaque bag.

444. On the morning of November 5, 2007, plaintiff's former lead counsel left his residence and noticed the same van previously described by his neighbor. He retreated to the vestibule of one of the apartment buildings and called the police. At some point thereafter, by coincidence, a squad car unfamiliar with the call placed by



plaintiff's former lead counsel appeared in the parking lot and drove past the van. The individuals in the van drove away. Moments later, the squad car responding to plaintiff's former lead counsel's call arrived in the resident parking lot.

445. Later that morning, security guards hired by plaintiff's former lead counsel arrived at his residence in two cars. Plaintiff's former lead counsel followed his security to his work parking lot. Upon parking his car, one of the security officers told plaintiff's former lead counsel to get inside the security officer's car, as they had spotted the van in the back of the former lead counsel's building. One of the officers saw the passenger exit the van and run through an apartment complex south of the office building. The other security officer followed the passenger; however, the security officer lost him as he moved through the apartment complex. During the attempt to locate the passenger, the van exited the parking lot and fled the scene.

446. On the afternoon of November 8, 2007, police responded to a call about a suspicious van parked in the lot adjacent to the building in which plaintiff's former lead counsel works. Witnesses stated that the van was positioned to see the front door of his building and left as plaintiff's former lead counsel and his security exited the building and parking lot.

447. At approximately 7:00 a.m. on November 15, 2007, one of plaintiff's former lead counsel's security officers was conducting surveillance on the third level of the parking structure at his residence. Twice, he saw two individuals in a Toyota Camry enter the parking lot, circle the lot and stop at plaintiff's former lead counsel's car. The security guard followed the vehicle as it exited the lot. The guard subsequently called plaintiff's former lead counsel and instructed him to stay inside his home. The guard

then began communicating with a police dispatcher in an effort to get assistance from the local police.

448. The security officer followed the Camry as it proceeded onto Route 3, South. At the advice of the dispatcher, the security officer then contacted the Massachusetts State Police-Norwell and asked for assistance, as the local police could not enter the highway. Around this time, the individuals in the Camry noticed the security officer, accelerated and drove erratically in and out of lanes in an attempt to lose the security officer. The security officer observed the Camry swerve into the emergency lane and throw objects out of the passenger window.

449. As the vehicles neared Exit 12, a state police cruiser approached the vehicles from behind. The Camry exited the highway and two additional state police cars joined the pursuit. A short time later, the state troopers stopped the car and took the individuals into custody.

450. The security officer subsequently returned to Route 3 to assist State Police K-9 officers in a search for the items that were thrown from the Camry. The officers recovered a mace, which is ball-and-chain weapon, and other items. A picture of this mace is attached hereto as Exhibit 9. The security officer subsequently identified the passenger of the Camry as being the same individual who had exited the van behind plaintiff's former lead counsel's office building on November 5, 2007 ("Attacker 3"). Furthermore, the driver of the Camry was identified as Attacker 2. As stated above, Attacker 2 is the person who attacked plaintiff's former lead counsel on October 30, 2007. Attacker 2 was also identified as the driver of the van on November 5th.

451. The high-speed chase and ultimate arrest of Attackers 2 and 3 occurred between 7:00 a.m. and 8:00 a.m. on November 15, 2007. During this time, Attacker 2 made several unsuccessful calls to Attacker 1. Attacker 1 then called Attacker 2 repeatedly between 8:30 a.m. and 1:00 p.m. By this time, however, Attacker 2 was in police custody.

## **XI. DAMAGES**

452. The pattern of fraudulent conduct by the defendants injured Encompass in its business and property by reason of the aforesaid violations of state and federal law. Although it is not necessary for Encompass to calculate damages with specificity at this stage in the litigation, and Encompass' damages continue to accrue, Encompass' injury includes, but is not limited to, compensatory damages for:

- (1) the loss of funds paid for false and fraudulent (whether wholly fictitious or grossly inflated) bills for services, which funds, in part, enabled the defendants to continue secretly their pattern of illegal activities and enhance their ability to harm further Encompass' business by and through the operation of the fraudulent enterprise;
- (2) settlement payments to claimants in third-party, bodily-injury claims and first-party, uninsured motorist claims (to the extent such payments were based upon defendants' fraudulent medical documentation and billing);
- (3) payments on judgments in third-party cases where plaintiff was obligated to pay bodily-injury tort awards (or uninsured motorist awards) that were artificially and falsely inflated by (or based entirely upon) defendants' false medical documentation;

- (4) the expenses incurred to review, adjust, investigate, litigate and pay the false and fraudulent claims created by the defendants and supported by defendants' operation of enterprises through a pattern of illegal activity;
- (5) the deprivation of Encompass' ability to conduct its insurance businesses on the basis of true, accurate, and complete assessments of legitimate, compensable claims;
- (6) the past and continuing financial burden incurred by Encompass (and other insurance carriers) to establish and carry out systems and policies to detect false, fraudulent, and inflated claims;
- (7) payments in connection with first-party claims, the exact amount to be determined at trial. Exhibit 3, incorporated herein, identifies Encompass' payments to First Spine in connection with first party claims alleged to be fraudulent as of the filing of this Complaint, such payments are in excess of \$600,000; and
- (8) any and all expenses and fees incurred by Encompass due to the vicious attacks and attempted murder of its former lead counsel.

**XII. CAUSES OF ACTION**

**COUNT I**

**RICO ENTERPRISE – VIOLATION OF 18 U.S.C. § 1962(c)  
(Against Frederick Giampa, Joseph Giampa,  
Edward Kennedy, Brian Culliney and Jennifer McConnell)**

453. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

454. The defendants named in this Count, Frederick Giampa, Joseph Giampa, Edward Kennedy, Brian Culliney and Jennifer McConnell (hereinafter “Count I Defendants”) are all “persons” within the meaning of 18 U.S.C. § 1961(3).

455. For purposes of this Count, the Count I Defendants associated with enterprises engaged in activities which affected interstate commerce. Those enterprises were First Spine and Future Management. These enterprises were ongoing organizations with a framework for making decisions, functioned as continuing units and had ascertainable structures and systems of authority guiding their operations, separate and apart from the pattern of racketeering in which the enterprises engaged.

456. As discussed above, Frederick Giampa, Joseph Giampa and Edward Kennedy managed, operated, and or conducted the affairs of the enterprise by, among other things, implementing and directing the Treatment Recipe, directing the payment of runners and patients, and directing the mailing of fraudulent bills to Encompass.

457. As also discussed above, Brian Culliney and Jennifer McConnell managed, operated, and or conducted the affairs of the enterprise by following the Treatment Recipe, actually making payments to runners and patients, and submitting documents to Future Management that they knew would lead to the submission of fraudulent medical bills to Encompass.

**Mail Fraud**

458. In connection with each of the claims identified in plaintiff's Third Amended Complaint, the Giampa Chiropractors, the Kennedy Brothers, Brian Culliney and Jennifer McConnell intentionally caused to be prepared and mailed false, fraudulent, and/or misleading documentation in connection with Encompass insurance claims, in furtherance of their scheme to defraud.

459. Each of the Count I Defendants intentionally mailed or authored two or more false and inflated bills, reports, and other documents to Encompass for medical expenses and/or services that were never rendered, were excessive, were not reasonable, were not necessary, and/or were of little to no therapeutic value to the patients, to collect payment from Encompass under the personal injury protection benefits portion of the Standard Massachusetts Automobile Policy of Insurance and Mass. Gen. Laws ch. 90, § 34A and § 34M.

460. Additionally, policies of insurance were delivered to First Spine patients through the U.S. Mail and payments to First Spine traveled via the U.S. Mail.

461. The mailing of false and inflated bills, fraudulent reports and other documentation, as well as the mailing of insurance policies and payments constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud). The date, author, form, and content of specific misrepresentations are detailed above and in the Exhibits attached to this Third Amended Complaint and incorporated herein by reference, including but not limited to Exhibit 2.

462. In addition to his participation in the multiple violations of 18 U.S.C. § 1341 (mail fraud) described above, Frederick Giampa's association with Rocco Talluto,

Attacker 1, Attacker 2, Attacker 3 and direction of the attacks on plaintiff's former lead counsel constitute additional acts of racketeering, specifically, (1) attempted murder under Mass. Gen. Laws ch. 265, § 1 and Mass. Gen. Laws ch. 274 § 6; (2) murder-for-hire in violation of 18 U.S.C. § 1958, which prohibits "Use of interstate commerce facilities in the commission of murder for hire;" and (3) obstruction of justice in violation of 18 U.S.C. § 1503, which prohibits "Influencing or injuring officer or juror generally."

#### **Attempted Murder**

463. As described above, Frederick Giampa, in association with Rocco Talluto, directed the attempted murder of plaintiff's former lead counsel.

464. The severity of the attacks and the use of dangerous weapons such as brass knuckles, a baseball bat, and a mace is sufficient to establish that the assault was conducted with the specific intent to murder plaintiff's former lead counsel and was done with malice in violation of Mass. Gen. Laws ch. 265, § 1 and Mass. Gen. Laws ch. 274 § 6.

#### **Murder-for-Hire**

465. Frederick Giampa used a facility of interstate commerce, including but not limited to the use of cellular telephone communication, to hire and/or direct the attacks on plaintiff's former lead counsel with the intent that the murder be committed in violation of Massachusetts law.

466. Upon information and belief, Frederick Giampa promised or agreed to pay Rocco Talluto, Attacker 1, Attacker 2, and/or Attacker 3 something of pecuniary value as consideration for the murder of plaintiff's former lead counsel in violation of Massachusetts law, thereby violating 18 U.S.C. § 1958.

**Obstruction of Justice**

467. As described above, Frederick Giampa intended that his attacks on plaintiff's former lead counsel would prevent him and his firm from continuing to prosecute Encompass' action against the defendants.

468. Thus, Frederick Giampa, by threat and by actual force, attempted to influence, obstruct and/or impede the administration of justice in violation of 18 U.S.C. § 1503.

469. Alternatively and/or in addition thereto, Frederick Giampa did in fact injure an officer of the Court, specifically plaintiff's former lead counsel, in the performance of his official duties in violation of 18 U.S.C. § 1503.

470. As detailed above and in the attached exhibits, fraudulent medical bills and other documentation were mailed as early as 1998 and continued to be mailed to Encompass until the Complaint in this case was filed in 2005. Each of the acts of mail fraud had similar purposes, involved the same or similarly situated participants and methods of operation and had similar results, impacting similar victims. The attempted murder, murder-for-hire and/or obstruction of justice occurred within ten (10) years of the acts of mail fraud detailed above. The attacks were intended to protect and further the conspiracies and enterprises described in Counts I, II and III and thus were part of the pattern of racketeering activity described in those counts within the meaning of 18 U.S.C. § 1962(c). The attacks on plaintiff's former lead counsel help to demonstrate that there is a threat this activity will continue to occur and may even occur after the resolution of this litigation. By filing numerous fraudulent claims in an ongoing scheme over a substantial



period of time and perpetuating this scheme through the attempted murder of plaintiff's former lead counsel, the Count I Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(5).

471. As a result of and in reasonable reliance upon these misleading documents and misrepresentations, Encompass, by its agents and employees, issued drafts to First Spine for the benefit of Count I Defendants that would not otherwise have been paid.

472. The Count I Defendants' pattern of fraudulent claims, each appearing legitimate on its face, also prevented Encompass from discovering the fraudulent scheme for a long period of time, enabling the scheme to continue without being detected.

473. The activities alleged in this case had the direct effect of causing funds to be transferred from Encompass to First Spine for the benefit of the Count I Defendants.

474. Encompass is in the business of writing insurance and paying claims in the Commonwealth. Insurance fraud schemes practiced here and elsewhere have a deleterious impact on Encompass' overall financial well-being and adversely affect insurance rates.

475. Encompass is a "person" as defined by 18 U.S.C. §1961(3), injured in its business or property by reason of the Count I Defendants' conduct.

476. The Count I Defendants' conduct in violation of 18 U.S.C. §1962(c) was the direct and proximate cause of Encompass' injury.

477. By virtue of the Count I Defendants' violations of 18 U.S.C. §1962(c), Encompass is entitled to recover from the Count I Defendants three times the damages sustained by reason of the claims submitted by them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees and any and all

expenses and fees incurred by Encompass due to the vicious attacks and attempted murder of its former lead counsel.

**COUNT II**  
**INNOCENT VICTIM ENTERPRISE – VIOLATION OF 18 U.S.C. § 1962(c)**  
**(Against All Defendants)**

478. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

479. The defendants named in this Count, First Spine, Future Management, Frederick Giampa, Joseph Giampa, Edward Kennedy, Brian Culliney and Jennifer McConnell (hereinafter “Count II Defendants”), are all “persons” within the meaning of 18 U.S.C. § 1961(3).

480. Encompass operates in multiple states and is an enterprise engaged in activities which affect interstate commerce.

481. The Count II Defendants associated with Encompass and exerted control over the activities of Encompass by submitting or by causing to be submitted two or more false and fraudulent bills to Encompass or to others to whom Encompass became liable with the intent that Encompass rely upon such false invoices and pay money to or for the benefit of the defendants pursuant to automobile insurance policies.

482. As detailed above, each of the Count II Defendants engaged in at least two acts of mail fraud, as defined by 18 U.S.C. § 1341, by intentionally mailing false and inflated bills, fraudulent reports and other documentation, as well as by the mailing of insurance policies and payments. Additional examples of racketeering activity include: (1) attempted murder under Mass. Gen. Laws ch. 265, § 1 and Mass. Gen. Laws ch. 274

§ 6; (2) murder-for-hire in violation of 18 U.S.C. § 1958; and (3) obstruction of justice in violation of 18 U.S.C. § 1503.

483. As detailed above and in the attached exhibits, fraudulent medical bills and other documentation were mailed as early as 1998 and continued to be mailed to Encompass until the Complaint in this case was filed in 2005. Each of the acts of mail fraud had similar purposes, involved the same or similarly situated participants and methods of operation and had similar results, impacting similar victims. The attempted murder, murder-for-hire and/or obstruction of justice occurred within ten (10) years of the acts of mail fraud detailed above. The attacks were intended to protect and further the conspiracies and enterprises described in Counts I, II, and III and thus were part of the pattern of racketeering activity described in those counts within the meaning of 18 U.S.C. § 1962(c). The attacks on plaintiff's former lead counsel help to demonstrate that there is a threat this activity will continue to occur and may even occur after the resolution of this litigation. By filing numerous fraudulent claims in an ongoing scheme over a substantial period of time and perpetuating this scheme through the attempted murder of plaintiff's former lead counsel, the Count II Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(5).

484. Encompass has been injured in its business and property in violation of 18 U.S.C. § 1962(c).

485. The defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Encompass' injury.

486. By virtue of the defendants' violations of 18 U.S.C. § 1962(c), Encompass is entitled to recover three times the damages sustained by reason of the claims submitted

by the defendants, together with the costs of suit, including reasonable attorney's fees and any and all expenses and fees incurred by Encompass due to the vicious attacks and attempted murder of its former lead counsel.

**COUNT III**  
**RICO CONSPIRACY – VIOLATION 18 U.S.C. § 1962(d)**  
**(Against All Defendants)**

487. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

488. Defendants, each being a person associated with the enterprise alleged in this Third Amended Complaint, unlawfully and willfully combined, conspired and agreed to violate 18 U.S.C. § 1962(c), that is, to conduct and participate, directly or indirectly, in the conduct of the affairs of an enterprise through a pattern of racketeering activity, all in violation of 18 U.S.C. § 1962(c).

489. Part of the conspiracy was that defendants each committed and agreed to commit two or more fraudulent and illegal racketeering acts, including mail fraud in violation of U.S.C. § 1341, attempted murder in violation of Mass. Gen. Laws ch. 265, § 1 and Mass. Gen. Laws ch. 274 § 6, murder-for-hire in violation of 18 U.S.C. § 1958, and obstruction of justice in violation of 18 U.S.C. § 1503, as described above, and conducted and agreed to conduct the affairs of the enterprise through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

490. In furtherance of the conspiracy and to effect the objects thereof, defendants each committed and caused to be committed a series of overt acts, as described above, which constitute a pattern of racketeering activity.

491. The Count III Defendants conspired with one another to violate 18 U.S.C. § 1962(c) and thereby violated 18 U.S.C. § 1962(d).

492. As a result of this conspiratorial conduct, Encompass sustained injury to its business and property.

493. By virtue of the defendants' violations of 18 U.S.C. § 1962(d), Encompass is entitled to recover from each of the defendants identified, three times the damages sustained by reason of the claims submitted by the defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

**COUNT IV**  
**Mass. Gen. Laws Ch. 93A**  
**(Against All Defendants)**

494. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

495. Section 2(a) of the Massachusetts Consumer Protection Act, Massachusetts General Laws Chapter 93A, provides that "unfair methods of competition and/or unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

496. At all times relevant hereto, the defendants were engaged in trade or commerce within the Commonwealth of Massachusetts.

497. The conduct alleged throughout this Complaint occurred primarily in Massachusetts.

498. As documented above, the defendants repeatedly and intentionally submitted false and inflated bills, reports, and other documents to Encompass for medical expenses and/or services that were never rendered, were excessive, were not reasonable,

were not necessary, and/or were of little or no therapeutic value to the patients, to collect payment from Encompass under the personal injury protection benefits portion of the Standard Massachusetts Automobile Policy of Insurance and Mass. Gen. Laws ch. 90, § 34A and § 34M.

499. The acts and omissions of the defendants in furtherance of their scheme to defraud Encompass including, but not limited to, the conduct alleged above, constitute intentionally unfair and deceptive business practices as proscribed by Mass. Gen. Laws ch. 93A, and those regulations promulgated by the Office of the Attorney General for the Commonwealth of Massachusetts pursuant thereto.

500. The defendants' intentionally unfair and deceptive acts and practices in trade or commerce caused Encompass to suffer great harm.

501. Whereas the defendants' illegal conduct forced Encompass to incur attorney's fees, such fees constitute a loss of money or property, and are recoverable pursuant to Mass. Gen. Laws ch. 93A.

502. As a result of the above-described intentionally fraudulent acts and practices, Encompass sustained injury and economic damages including, but not limited to: (1) all monies paid to First Spine, in reliance on false and fraudulent chiropractic bills; (2) the cost of investigating the underlying claims; and (3) the cost of prosecuting this action (including all attorney's fees, expert witness expenses and court costs).

503. The defendants' actions described herein were performed intentionally. Accordingly, Encompass is entitled to multiple damages, costs and attorney's fees.

**COUNT V**  
**CIVIL CONSPIRACY**  
**(Against All Defendants)**

504. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

505. The defendants agreed to a common plan to defraud Encompass and to intentionally interfere with Encompass' advantageous business and contractual relationships, and agreed to combine together to accomplish an unethical, unfair, deceptive, wrongful and illegal purpose. Joining the defendants were certain persons known (including treating chiropractors) and persons unknown to Encompass who, acting with the defendants, caused Encompass to pay for unnecessary and unreasonable medical expenses which the defendants would not have been able to accomplish acting alone as individuals.

506. As a consequence of the above-referenced conspiracy, Encompass was induced to and did make payments to First Spine, in connection with numerous fraudulent medical bills.

507. Encompass' damages include, but are not limited to:

- a. Monies paid for medical expenses and services that were not rendered;
- b. Monies paid for medical services and/or expenses that were unwarranted and/or excessive;
- c. Monies paid in settlement of claims based upon fraudulent special damages; and
- d. Monies paid (labor and resources) to detect and expose the defendants' conspiracy to defraud Encompass.

**COUNT VI**  
**FRAUD**  
**(Against All Defendants)**

508. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

509. The defendants' scheme to defraud Encompass was dependant upon a succession of material misrepresentations of fact by the defendants with respect to the injuries allegedly sustained by the patients and the medical services rendered.

510. The misrepresentations of fact by the defendants included, but were not limited to, the material misrepresentations of fact made in First Spine medical reports, invoices and collection documentation. The date, author, form, and content of these misrepresentations are detailed above and in the Exhibits attached to this Third Amended Complaint, including but not limited to Exhibit 2, and incorporated herein by reference.

511. The defendants' representations were false, or required disclosure of additional facts to render the information furnished not misleading. The misrepresentations were intentionally made by the defendants in furtherance of their scheme to defraud Encompass by submitting fictitious claims for personal injury protection benefits and bodily injury claims.

512. These misrepresentations were known to be false and were made for the purposes of inducing Encompass to make payments for claims that were not legitimate.

513. Encompass reasonably relied upon such material misrepresentations to its detriment in paying numerous unreasonable, unnecessary, inappropriate, non-meritorious bills for medical expenses pursuant to personal injury protection benefits claims, bodily injury claims and uninsured/underinsured motorist claims.



514. Encompass' damages include, but are not limited to:

- a. Monies paid for medical expenses and services that were not rendered;
- b. Monies paid for medical services and/or expenses that were unwarranted and/or excessive;
- c. Monies paid in settlement of claims based upon fraudulent special damages; and
- d. Reimbursement for the fair and reasonable value of the labor and resources expended to detect and expose the defendants' scheme to defraud Encompass.

**COUNT VII**  
**INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS BUSINESS**  
**AND CONTRACTUAL RELATIONSHIPS RELATING TO ENCOMPASS'**  
**CONTRACTS WITH ITS INSURED**  
**(Against All Defendants)**

515. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

516. By engaging in the intentional insurance fraud scheme alleged throughout this Third Amended Complaint, the defendants, their agents, servants, employees and/or contractors unlawfully and intentionally interfered with the contractual and advantageous business relationships between Encompass and its insureds.

517. Encompass' damages include, but are not limited to:

- a. Monies paid for medical expenses and services that were not rendered;
- b. Monies paid for medical services and/or expenses that were unwarranted and/or excessive;

- c. Monies paid in settlement of claims based upon fraudulent special damages; and
- d. Reimbursement for the fair and reasonable value of the labor and resources expended to detect and expose the defendants' scheme to defraud Encompass.

**COUNT VIII**  
**INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS BUSINESS  
AND CONTRACTUAL RELATIONSHIPS RELATING TO ENCOMPASS'  
PROSPECTIVE CONTRACTS WITH CLAIMANTS  
(Against All Defendants)**

518. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

519. Defendants also interfered with Encompass' relationship with claimants. Pursuant to Mass. Gen. Laws ch. 231, § 6D, a person may not make a claim for pain and suffering relating to soft-tissue injuries unless his or her reasonable medical expenses exceed \$2000.

520. Where an Encompass insured operator's liability for a motor vehicle accident is reasonably clear, and an injured party surpasses \$2000 in medical expenses, Encompass is contractually and statutorily required, pursuant to Mass. Gen. Laws ch. 176D, § 3(9), to make a fair and equitable offer of settlement with regard to an injured party's bodily injury claim.

521. A primary factor used by Encompass in determining whether a settlement offer is fair and equitable is the amount of medical, chiropractic, and physical therapy expenses incurred by the injured party.

522. In making an offer of settlement, Encompass anticipates a contractual relationship with the injured party, in the form of a settlement agreement, which provides Encompass and its insured the advantage of limiting their continued liability to the injured party.

523. For those injured parties that have treated with defendants, Encompass has, in good faith, relied upon the defendants' fraudulent medical records, bills and notes, in determining its settlement offers.

524. Defendants' fraudulent medical treatment records, notes and bills caused Encompass to make more expensive and costly offers of settlement than were actually warranted.

525. The defendants knew that their medical treatment records, notes and bills are used by Encompass and other automobile insurance carriers in negotiating settlements of bodily injury claims.

526. The defendants knowingly and intentionally interfered with Encompass' settlement negotiations by providing its patients with false and deceptive treatment records, bills, and notes, thus thwarting Encompass' ability to enter into a settlement agreement that was, in reality, fair and equitable for all parties involved.

527. Encompass' damages include, but are not limited to:

- a. Monies paid for medical expenses and services that were not rendered;
- b. Monies paid for medical services and/or expenses that were unwarranted and/or excessive;
- c. Monies paid in settlement of claims based upon fraudulent special damages; and

- d. Reimbursement for the fair and reasonable value of the labor and resources expended to detect and expose the defendants' scheme to defraud Encompass.

**COUNT IX**  
**INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS BUSINESS  
AND CONTRACTUAL RELATIONSHIPS RELATING TO ENCOMPASS'  
CONTRACTUAL RELATIONSHIP WITH ITS FORMER COUNSEL  
(Against All Defendants)**

528. Encompass realleges, repleads and incorporates by reference all paragraphs set forth above as if fully set forth herein.

529. By engaging in the conduct alleged in Section X (the murder-for-hire plot against plaintiff's former lead counsel), the defendants, their agents, servants, and/or contractors unlawfully and intentionally interfered with the contractual and advantageous business relationship between Encompass and its former counsel.

530. Encompass' damages include, but are not limited to:

- a. Monies paid for medical expenses and services that were not rendered;
- b. Monies paid for medical services and/or expenses that were unwarranted and/or excessive;
- c. Monies paid in settlement of claims based upon fraudulent special damages;
- d. Reimbursement for the fair and reasonable value of the labor and resources expended to detect and expose the defendants' scheme to defraud Encompass; and
- e. Any and all expenses and fees incurred by Encompass due to the vicious attacks and attempted murder of its former lead counsel.

**XIII. DEMAND FOR RELIEF**

WHEREFORE, the plaintiff, the Encompass Insurance Company respectfully prays that judgment enter in its favor, as follows:

**COUNT I**  
**(RICO Enterprise – Violation Of 18 U.S.C. § 1962(c))**

- (a) AWARD Encompass' actual and consequential damages to be established at trial;
- (b) AWARD Encompass treble damages pursuant to 18 U.S.C. § 1964, interests, costs and attorney's fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Third Amended Complaint; and
- (d) GRANT all other relief this Court deems just.

**COUNT II**  
**(Innocent Victim Enterprise – Violation Of 18 U.S.C. § 1962(c))**

- (a) AWARD Encompass' actual and consequential damages to be established at trial;
- (b) AWARD Encompass treble damages pursuant to 18 U.S.C. § 1964, interests, costs and attorney's fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Third Amended Complaint; and
- (d) GRANT all other relief this Court deems just.

**COUNT III**  
**(RICO Conspiracy – Violation 18 U.S.C. § 1962 (d))**

- (a) AWARD Encompass' actual and consequential damages to be established at trial;

- (b) AWARD Encompass treble damages, interests, costs and reasonable attorney's fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Third Amended Complaint; and
- (d) GRANT all other relief this Court deems just.

**COUNT IV**  
**(Mass. Gen. Laws ch. 93A)**

- (a) ENJOIN defendants from preparing and submitting false and fraudulent medical records and bills;
- (b) ENJOIN defendants from altering, destroying and/or removing from this Court's jurisdiction any and all documents and materials including, but not limited to, medical records, medical invoices, appointment books, billing documentation, corporate records, emails, and any other documentation (however stored) regarding the allegations and the claims alleged in connection with Encompass' Third Amended Complaint;
- (c) ENJOIN defendants from conveying, secreting, transferring, selling, disposing of, encumbering, destroying, pledging, assigning or in any other manner dealing with any and all property, both real and personal, wherever located, in which the defendants have any interest without prior approval of this Court;
- (d) DIRECT defendants, their agents, assigns, successors-in-interest (including any bankruptcy trustees) to cease and desist all collection activity regarding Encompass;

- (e) AWARD Encompass its actual damages in an amount to be determined at trial;
- (f) AWARD Encompass its costs, including but not limited to, investigative costs incurred in the detection of defendants' illegal conduct;
- (g) AWARD Encompass its attorney's fees incurred in the prosecution of its Third Amended Complaint; and
- (h) TREBLE the award of damages to Encompass for the defendants' intentional violations of Mass. Gen. Laws ch. 93A.

**COUNT V**  
**(Civil Conspiracy)**

- (a) AWARD Encompass its actual damages to be determined at trial; and
- (b) GRANT any other relief this Court deems just.

**COUNT VI**  
**(Fraud)**

- (a) AWARD Encompass its actual damages to be determined at trial; and
- (b) GRANT any other relief this Court deems just.

**COUNT VII**  
**(Intentional Interference with Encompass' Contracts With Insureds)**

- (a) AWARD Encompass its actual damages to be determined at trial;
- (b) AWARD Encompass costs and fees and other expenses related to investigating and defending against the defendants' illegitimate and abusive use of process; and
- (c) GRANT any other relief this Court deems just.

**COUNT VIII**

**(Intentional Interference with Encompass' Business Relationships with Claimants)**

- (a) AWARD Encompass its actual damages to be determined at trial;
- (b) AWARD Encompass costs and fees and other expenses related to investigating and defending against the defendants' illegitimate and abusive use of process; and
- (c) GRANT any other relief this Court deems just.

**COUNT IX**

**(Intentional Interference with Encompass' Contractual Relationship With Its Former Counsel)**

- (a) AWARD Encompass its actual damages to be determined at trial;
- (b) AWARD Encompass costs and fees and other expenses related to investigating and defending against the defendants' illegitimate and abusive use of process;
- (c) AWARD Encompass any and all expenses and fees incurred by Encompass due to the vicious attacks and attempted murder of its former lead counsel; and
- (d) GRANT any other relief this Court deems just.



**JURY TRIAL DEMAND**

Encompass demands trial by jury on all claims so triable.

Respectfully submitted,  
*Encompass Insurance Company*,  
By its attorneys,

Dated: June 25, 2008

/s/ Barry Gross  
Barry Gross  
(*admitted pro hac vice*)  
William M. McSwain  
(*admitted pro hac vice*)  
Richard E. Coe  
(*admission pro hac vice pending*)  
DRINKER BIDDLE & REATH LLP  
One Logan Square  
18th and Cherry Streets  
Philadelphia, PA 19130  
(215) 988-2700

## Medical Record Evidence Supporting Allegations

CLAIM NO.	CLAIMANT FIRST NAME	CLAIMANT LAST NAME	DOL	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
03326411	Hang	Tran	01/09/98	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03326411	Nguyet	Nguyen	01/09/98	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03331518	Tut	Hok	09/11/98	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03341477	Phally	Lang	10/29/99	X	X	X	X	X	X	X	X	X	X	X		X		X
03379614	Nikki	Kim	10/21/98	X	X	X		X	X	X	X	X	X	X		X	X	X
03381790	Sokcheath	Park	12/14/98	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03381790	Sophalla	Chum	12/14/98	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03381790	Sophaly	Chum	12/14/98	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03391026	Uyen	Le	07/26/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03402742	Sacha	Tang	09/08/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03402742	Viphearea	Srey	09/08/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03402742	Wilson	Douangchack	09/08/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03408504	Kevin	Meas	02/23/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
03408504	Samnang	Khut	02/23/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
03413857	Dou	Narith	08/30/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03414660	Ouk	Ti	11/01/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03415264	Bin	Suon	11/18/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03415264	Ngeth	Soeung	11/18/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03415432	Sarath	Bou	11/25/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X

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- e. Rendering treatment which is provided solely for the purpose of enabling the patient to incur medical treatment expenses in excess of the tort threshold established by Mass. Gen. Laws ch. 231, §6D;
- f. Billing for services which were not performed and/or overstating the amount of time spent evaluating and/or treating patients;
- g. Billing that exceeds reasonable fees for such services in the clinic's geographic area;
- h. Submitting invoices containing charges that amount to overutilization of practice;
- i. Submitting invoices containing charges for examinations which are based on a level of coding which is not consistent with the patient's medical history, subjective and objective clinical findings concerning the patient which were made at the time of the visit, the complexity of the clinical decision-making involved in the diagnosis and/or treatment of the patient, or the nature of the care provided to the patient;
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- k. Submitting treatment notes and invoices containing charges for excessive and improper use of supportive procedures and therapies;
- l. Submitting invoices and treatment records for treatment of minors that wholly exceed reasonable and necessary treatment parameters;
- m. Authoring false and misleading reports to insurance companies;
- n. Delay of 30 days or more in invoice submission to Encompass; and
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03415432	Sarunn	Vorn	11/25/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03415432	Sophal	Phan	11/25/00	X	X	X	X	X	X	X	X	X	X	X		X		X
03415449	Roth	Khim	11/25/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03418795	Lysabad	Bo	02/11/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03418795	Punlork	Sar	02/11/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03418795	Samantha	Mao	02/11/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03418795	Samban	Bo	02/11/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03418795	Sambath	Bo	02/11/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03418795	Sambun	Sar	02/11/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03420777	Oeun	Men	04/01/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03420777	Sart	Sok	04/01/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03420777	Khen	Khut	04/01/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03421674	April	Thanongsinh	01/08/99	X								X			X			
03425232	Emmy	Vann	04/25/99	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03425232	Naravuth	Mak	04/25/99	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03425232	Narayuth	Mak	04/25/99	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03425232	Sandy	Mak	04/25/99	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03440595	Sarin	Chhay	06/15/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03442397	Thanh	Som	02/17/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X

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03447628	Samnang	Ngeth	06/25/00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03447628	Veasna	Ngeth	06/25/00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03448910	Muth	Seng	08/14/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03448910	Sivinary	Seng	08/14/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03448910	Sunnak	Chiv	08/14/01									X					X	
03448910	Vandary	Seng	08/14/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03456832	Dalin	Ou	09/08/01	X	X	X		X	X	X	X	X	X	X	X	X	X	X
03456832	Michael	Soum	09/08/01	X	X	X		X	X	X	X	X	X	X	X	X	X	X
03457313	Tim	Ouen	09/22/01	X	X	X	X		X	X	X	X	X	X		X	X	X
03457321	Sunnhak	Chiv	09/21/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03462436	Ry	Chhaim	02/13/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03462436	Sar	Chhean	02/13/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03464524	Jerry	Seng	04/23/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03464524	Melody	Seng	04/23/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03464524	Mom	Sok	04/23/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03465736	Chanda	Kong	06/04/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03465736	Chhang	Kang	06/04/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03465736	Phala	Phoun	06/04/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03469203	At	Ban	03/29/02	X	X	X	X	X	X	X	X	X	X	X		X		X

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03469203	Rick (Kimsat)	Ban	03/29/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03469371	Savan	Vat	04/04/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03470054	Manila	Panya	04/19/02					X										
03470133	Bunkeath	Meng	04/19/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03470133	Rochenna	Sim	04/19/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03473966	Diane	Melo	07/15/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03474153	Phyun	Chhim	07/18/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03475016	Song	Taing	08/03/02	X	X	X	X	X	X	X	X	X	X	X			X	X
03479077	Khammoune	Panya	09/07/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03479077	Kongkeo	Phomphipak	09/07/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03480962	Chea	Theng	11/18/02	X	X	X	X	X	X	X	X		X	X		X	X	X
03481235	Sally	Kong	11/27/02	X	X	X	X	X	X	X	X		X	X		X	X	X
03481654	Mao	Ngeth	12/13/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03481654	Nhoeun	Hem	12/13/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03481722	Sarom	Him	12/12/02			X											X	
03482803	Sareth	Veuk	01/21/03	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03482803	Thaverei	Veuk	01/21/03	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03483246	Phath	Sim	02/07/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03483838	Brandon	Ouer	02/14/03	X	X	X	X	X	X	X	X		X	X	X	X	X	X

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03483838	Sokean	Phlong	02/14/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03485151	Ron	Phay	09/16/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03485151	Susie	Soeun	09/16/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03485991	Ly	Chan	10/02/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03485991	Pheakdey	Sok	10/02/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03486571	Lath	Uy	09/18/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03486571	Sovanna	Uy	09/18/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03486642	Den	Tith	10/16/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03486647	Vich	Lam	10/16/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03486795	Savonn	Yonn	10/19/02	X	X	X		X	X	X	X	X		X		X	X	
03487016	Diana	Phanthavong	10/23/02	X	X	X	X	X	X	X	X	X	X	X			X	X
03487016	Rida	Chum	10/23/02	X	X	X	X	X	X	X	X	X	X	X			X	X
03487193	Sakun	Sam	10/26/02	X	X	X	X	X	X	X	X		X	X		X	X	X
03487193	Sophannee	Uy	10/26/02	X	X	X	X	X	X	X	X		X	X		X	X	X
03490345	Rithy	Mao	12/26/02	X	X	X	X	X	X	X	X		X	X		X	X	X
03491088	Sophannee	Uy	04/15/03	X	X	X	X		X				X	X		X		X
03491823	John	Rom	05/23/03	X	X	X	X		X				X	X		X	X	X
03493502	Diane	Melo	12/08/03	X	X	X	X	X	X	X	X		X	X		X		X
03500338	Jimmy	Rom	03/24/03	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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03500338	John	Rom	03/24/03	X	X	X	X	X	X	X	X	X	X	X				
03500338	Kong	Liv	03/24/03	X	X		X	X	X	X	X	X	X	X		X	X	X
03500623	Channak	Phal	03/28/03	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03504357	Channara	Dam	06/03/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03504357	Chantha	Sem	06/03/03	X	X	X	X	X	X	X	X		X	X	X	X	X	X
03504357	Keath	Toch	06/03/03	X	X	X	X	X	X	X	X		X	X	X	X	X	X
03504357	Sokkhoeun	Sem	06/03/03	X	X	X	X	X	X	X	X		X	X		X		X
03504357	Sokhon	Sem	06/03/03	X	X	X	X	X	X	X	X		X	X		X		X
03504357	Sokha	Sem	06/03/03	X	X	X	X	X	X	X	X		X	X	X	X		X
03504615	Kimsan	Mom	06/07/03	X	X	X	X	X	X	X	X		X	X	X	X		X
03504615	Vanneck	Chea	06/07/03	X	X	X	X	X	X	X	X		X	X		X		
03505976	Keo	Kothpratoum	06/28/03	X	X	X	X	X	X	X	X		X	X	X	X	X	
03505976	Vanta	Phanthanousinh	06/28/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03506013	Sokunthea	Eang	06/12/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03506712	John	Rom	07/11/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03506712	Liv	Kong	07/11/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03508820	Katherine	Mam	08/12/03	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03508820	Kimsat	Nuth	08/12/03	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03508820	Linda	Nuth	08/12/03	X	X	X	X	X	X	X	X	X	X	X	X	X		X

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## Medical Record Evidence Supporting Allegations

CLAIM NO.	CLAIMANT FIRST NAME	CLAIMANT LAST NAME	DOL	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
03510448	Kim	Sambath	07/26/03	X	X	X	X	X	X	X	X							
03510448	Samnang	Sok	07/26/03	X	X	X	X	X	X	X	X		X	X		X		X
03510448	Sophannara	Eang	07/26/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03511086	Morn	Samith	09/18/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03511086	Thea	Soun	09/18/03	X	X	X	X	X	X	X	X		X	X		X		
03513997	Kan	Peov	10/27/03	X	X	X	X		X			X	X	X		X		
03513997	Kristina	Rath	10/27/03	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03513997	Saleen	Phan	10/27/03	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03513997	Vongdeane	Khiaosoth	10/27/03	X	X	X	X	X	X	X	X	X	X	X		X		X
03513997	Chareth	Rath	10/27/03	X	X	X	X	X	X	X	X	X	X	X		X		X
03530556	Ken	Truong	12/10/03	X	X	X	X	X	X	X	X		X	X		X	X	X
03532353	Pat	Song	01/03/04	X	X	X	X	X	X	X	X		X	X		X	X	X
03532767	Alma	Carrasquillo	01/10/04	X	X	X	X	X	X	X	X		X	X		X		X
03532767	Demetri	Molina	01/10/04	X	X	X	X	X	X	X	X		X	X	X	X	X	X
03532767	Robert	Delavalle	01/10/04	X	X	X	X	X	X	X	X		X	X	X	X	X	X
03533438	Michael	Inthabane	01/19/04	X	X	X		X	X	X	X		X	X	X	X	X	X
03536789	Savy	Vong	03/16/04	X	X	X	X	X	X	X	X		X	X		X	X	
03540127	Sam	Sok	05/14/04	X	X	X	X	X	X	X	X	X	X	X		X		X
03374831	Saroeun	Sim	07/18/98	X	X	X	X	X	X	X	X	X	X	X		X	X	X

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03374831	Saroeut	Roum	07/18/98	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03374831	Sendy	Un	07/18/98	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03374831	Sokea	Un	07/18/98	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03382948	Saroeun	Chhan	02/02/99	X	X	X		X	X	X	X	X	X	X		X	X	X
03392271	Radet	Yem	08/29/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03403606	Margarita	Pina	10/06/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03411511	Sareth	Nuon	05/22/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03414287	Doeun	Uy	10/25/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03414287	Knamsing	Khammanivong	10/25/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03415524	Eath	Keo	11/26/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03415524	Sophoeun	Kong	11/26/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03415760	Savy	Moun	11/26/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03417806	Hoeurn	Men	01/20/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03417806	Nhem	Ngeth	01/20/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03418926	Nikki	Kim	02/13/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03419107	Cang	Keo	02/18/01	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03419107	Khawaii	Sok	02/18/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03419107	Kim	Neang	02/18/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03419107	Sareth	Heang	02/18/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X

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03420810	Bin	Real	04/02/01	X	X	X	X	X	X	X	X	X	X	X		X		X
03420810	Nickie	Phan	04/02/01	X	X	X	X	X	X	X	X	X	X	X		X		X
03425856	Oeun	Tim	05/16/99	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03425856	Timmy	Tim	05/16/99	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03432698	Peou	Ing	11/09/99	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03436611	Lan	Lim	02/19/00	X	X	X		X	X	X	X	X	X	X		X	X	X
03438972	Angela	Mejia	01/14/00	X	X	X	X	X	X	X	X	X	X	X		X		X
03438972	Juan	Disla	01/14/00	X	X	X	X	X	X	X	X	X	X	X		X		X
03439611	Sokhan	Yang	05/19/00	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03439668	Veun	Long	05/22/00	X	X	X	X	X	X	X	X	X	X	X		X		X
03444156	Anirut	Khuanphat	03/06/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03445147	Phamaro	Uong	05/10/01	X	X	X	X	X	X	X	X	X	X	X		X		X
03445147	Sophea	Um	05/10/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03445338	Phyrun	Chhim	05/16/01	X	X	X	X	X	X	X	X	X	X	X		X		X
03445338	Ratha	So	05/16/01	X	X	X	X	X	X	X	X	X	X	X		X		X
03445702	Michael	Pho	05/28/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03448741	Katie	Duong	08/06/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03449560	Morn	Samith	10/05/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03456762	Pamela	Nou	09/06/01	X	X	X	X	X	X	X	X	X	X	X		X	X	X

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03456762	Saroeun	Hou	09/06/01	X	X	X	X	X	X	X	X	X	X	X				
03459630	Hun	Hum	11/26/01			X										X	X	X
03459630	Jim	Bun	11/26/01			X												
03459630	It	Toun	11/26/01			X												
03459630	Tuy	Pei	11/26/01			X												
03461410	Bunthy	Chantha	01/15/02	X	X	X		X	X	X	X	X	X	X		X		X
03461410	Sarath	Ros	01/15/02	X	X	X		X	X	X	X	X	X	X		X		X
03462771	Nheop	So	02/24/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03462771	Paulika	So	02/24/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03462771	Phaectra	So	02/24/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03462771	Savuth	Phan	02/24/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03462771	Cheatra	So	02/24/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03467194	Paul	Taylor	01/30/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03467477	Chithra	Ung	02/07/02	X	X	X	X	X	X	X	X		X	X	X	X		X
03467477	Pholla	Long	02/07/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03467477	Samnang	San	02/07/02	X	X	X	X	X	X	X	X	X	X	X		X		X
03467477	Sophinnary	Ung	02/07/02	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03467477	Volak	Neang	02/07/02	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
03468665	Samnang	Ngeth	03/15/02	X	X	X	X	X	X	X	X	X	X	X		X		X

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03468665	Sitha	Mam	03/15/02	X	X	X	X	X	X	X	X	X	X	X	X	X		
03468665	Sitha	Ngeth	03/15/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03468725	Krapomroth	Khim	03/18/02	X	X	X	X	X	X	X	X	X	X	X	X	X		X
03468725	Phoeun	Sam	03/18/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03468725	Sophay	Porth	03/18/02	X	X	X	X	X	X	X	X	X	X	X		X	X	X
03469510	Sokhan	Bum	04/07/02	X								X				X	X	X
03469757	Khon	Lay	04/15/02	X	X	X	X	X	X	X	X	X	X	X		X		X

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**Chart #2:**  
**Mail Fraud Chart**

CLAIM NO.	PATIENT NAME	DATE	FROM	TO	CONTAINS
034668725	Phoeun Sam	07/23/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03468725	Krapomroth Khim	07/23/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03468725	Sophay Porth	07/23/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
034621674	Aprii Thanongsinh	06/29/99	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
0347628	Veasna Ngeeth and Sumnang Ngeeth	08/14/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03439668	Veun Long	11/28/00	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03415449	Krapomroth Khim	07/30/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03418926	Nikki Kim	08/07/01	Personal Injury Attorney	Encompass	Invoice
03445338	Ratha So	01/30/03	Collection Agency	Encompass	Invoice
03445338	Ratha So	09/17/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03479614	Bunreth Ngeeth	11/18/98	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03445702	Michael Pho	11/06/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03431518	Tut Hok	03/08/04	Collection Agency	Encompass	Medical Records and Invoices
03431518	Tut Hok	02/12/99	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03474831	Sokea Un	12/22/02	Collection Agency	CNA Insurance	Invoice
03414287	Cham Sing Kramsing	02/26/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03414287	Dooun Uy	02/26/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03439611	Sokhan Yang	11/30/00	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03415760	Savy Moun	05/17/04	Collection Agency	Encompass	Invoice
03415432	Sarunn Vorn	05/24/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03415432	Sopha Phan	10/20/04	First Spine	Encompass	Invoice
03415432	Sopha Phan	07/20/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03415432	Sarath Bou	06/26/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03417806	Hoeurn Men	03/25/04	Collection Agency	Encompass	Invoice
03417806	Nhem Ngeeth	11/21/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03420777	Khen Khout	11/08/04	Collection Agency	Encompass	Invoice
03420777	Khen Khout	07/31/01	Personal Injury Attorney	Encompass	Invoice
03482948	Sarooun Chhan	05/17/04	Collection Agency	Encompass	Invoice
03482948	Sarooun Chhan	10/01/99	Personal Injury Attorney	CNA Insurance	Invoice
03419107	Saneth Heang	03/14/03	First Spine	Encompass	Invoice
03419107	Saneth Heang	11/13/02	Collection Agency	Encompass	Invoice
03419107	Sareth Heang	09/05/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03419107	Cang Keo	08/28/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03419107	Kim Neang	08/28/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03419107	Khawail Sok	08/28/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03435147	Sopheaa Um	12/18/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03445147	Phammaro Ulong	10/19/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03403606	Margarita Pina	03/21/01	First Spine	Encompass	Invoice
03403606	Margarita Pina	03/20/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03414116	Marguera Sam	12/14/04	Collection Agency	Encompass	Invoice

Chart #2:  
Mail Fraud Chart

CLAIM NO.	PATIENT NAME	DATE	FROM	TO	CONTAINS
03414116	Seek Sam	12/14/04	Collection Agency	Encompass	Invoice
03415524	Sophea Um	04/08/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03415524	Eath Keo	01/22/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03462436	Sar Chhean	11/12/02	Personal Injury Attorney	Encompass	Invoice
03462436	Sar Chhean	07/24/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03467477	Sophinary Ung	11/15/04	Collection Agency	Encompass	Invoice
03467477	Chitra Ung	02/18/04	Collection Agency	Encompass	Invoice
03467477	Pholla Long	11/18/02	Collection Agency	Encompass	Invoice
03467477	Samnang San	02/05/03	Collection Agency	Encompass	Invoice
03467477	Volak Neang	02/05/03	Collection Agency	Encompass	Invoice
03467477	Volak Neang	08/30/04	First Spire	Encompass	Invoice
03467477	Volak Neang	06/03/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03467477	Samnang San	06/28/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03442397	Thanh Som	12/24/01	Personal Injury Attorney	CNA Insurance	Invoice
03457321	Sunhak Chiv	04/02/03	Collection Agency	Encompass	Invoice
03420810	Bin Real	09/09/01	Personal Injury Attorney	Encompass	Medical Records
03420810	Nickie Phan	08/16/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03480962	Chea Taing Theng	05/01/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03462436	Ry Chhaim	05/09/02	Personal Injury Attorney	Encompass	Invoice
03462436	Tim Neang	07/08/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03449223	Boeuk Pin	09/30/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03493502	Diane Melo	10/12/04	Personal Injury Attorney	Encompass	Invoice
03469510	Sokhan Burn	02/10/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03444156	Jaernwimon Phramahaphon	08/15/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03444156	Anirut Khuaphat	08/08/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03438972	Naim Eng	06/27/01	Personal Injury Attorney	CNA Insurance	Invoice
03438972	Santa Dones	06/29/01	Personal Injury Attorney	CNA Insurance	Invoice
03428972	Carmen Perez	06/27/01	Personal Injury Attorney	CNA Insurance	Invoice
03438972	Juan Disla	12/09/03	Personal Injury Attorney	CNA Insurance	Invoice
03326411	Nguyet Nguyen Hang Tran	05/26/98	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03402742	Viphearea Srey	08/02/01	Personal Injury Attorney	CNA Insurance	Invoice
03402742	Sacha Tang	05/29/01	Personal Injury Attorney	CNA Insurance	Invoice
03402742	Wilson Douongchack	08/29/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03417018	Kamsot Kong	05/24/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03415264	Ngeth Soeung	10/14/04	Collection Agency	Encompass	Invoice
03415264	Bin Soun	12/02/02	Collection Agency	Encompass	Invoice
03381790	Sokcheath Park	05/12/00	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03381790	Sophaly Chum	05/10/00	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03381790	Sophaly Chum	05/10/00	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03381790	Kosal Nguon	05/18/99	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices

Chart #2:  
Mail Fraud Chart

CLAIM NO.	PATIENT NAME	DATE	FROM	TO	CONTAINS
08614331	Chhat Phim	10/20/04	First Spine	Encompass	Invoice
03479077	Kongkeo Phonphiak	12/04/02	Collection Agency	Encompass	Invoice
03479077	Khammoune Panya	11/15/02	Collection Agency	Encompass	Invoice
03465736	Chhang Kang	12/16/02	Collection Agency	Encompass	Invoice
03465736	Chanda Kong	12/30/02	Collection Agency	Encompass	Invoice
03464181	Prasan Phumbchan	05/01/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03456762	Pamela Nou	12/18/02	Collection Agency	Encompass	Invoice
03456762	Sarooun Hou	12/31/02	Collection Agency	Encompass	Invoice
03456762	Pamela Nou and Sarouen Hou	01/22/02	Personal Injury Attorney	Encompass	Invoice
03408504	Samnang Khut	04/29/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03408504	Samnang Khut	12/16/02	Collection Agency	Encompass	Invoice
03408504	Kevin Meas	10/24/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03491823	John Rom	03/09/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03457313	Oeun Tim	01/08/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03506712	Liv Kong	11/04/04	First Spine	Encompass	Invoice
03506712	John Rom	01/22/04	First Spine	Encompass	Invoice
03486795	Savonn Yonn	03/25/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03486795	Savonn Yonn	01/06/03	Collection Agency	Encompass	Invoice
03500338	John Rom	10/16/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03500338	Kong Liv	08/27/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03500338	Jimmy Rom	02/04/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03530556	Ken Truong	04/14/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03532353	Pat Song	02/25/05	Collection Agency	Encompass	Invoice
03532353	Pat Song	06/16/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03505976	Keo Kohpraboum	06/01/04	First Spine	Encompass	Invoice
03511086	Thea Soum	07/20/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03511086	Morn Samnith	04/29/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03506013	Chaly Sibunroeng	12/18/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03440595	Sarin Chhay	10/06/00	Personal Injury Attorney	CNA Insurance	Invoice
03469757	Data Lay	08/28/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03504357	Reath Toch	03/31/04	First Spine	Encompass	Invoice
03448910	Sivnary Seng	10/14/04	Collection Agency	Encompass	Invoice
03504615	Alexander Men	11/04/04	First Spine	Encompass	Invoice
03504615	Vanneck Chea	11/03/04	First Spine	Encompass	Invoice
03504615	Alexander Men	02/18/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03504615	Kimsan Morn	01/26/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
034425856	Tim Oeun and Timmy Tim	12/17/99	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03413857	Narith Dou	04/10/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03491088	Sopannee Uy	11/12/03	Personal Injury Attorney	CNA Insurance	Invoice
03449560	Morn Samnith	05/28/03	Personal Injury Attorney	Encompass	Medical Records and Invoices



Chart #2:  
Mail Fraud Chart

CLAIM NO.	PATIENT NAME	DATE	FROM	TO	CONTAINS
03490345	Ritty Mao	03/06/03	Personal Injury Attorney	Encompass	Invoice
03445658	Tab Lay	10/02/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03445658	Pheap Tim	10/09/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03418795	Punlork Sar	10/14/04	Collection Agency	Encompass	Invoice
03418795	Samatha Mao	05/24/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03418795	Sambath Bo	06/28/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03418795	Jorge Diaz	09/21/01	Personal Injury Attorney	Encompass	Medical Records and Invoices
03464524	Phoeuk Neang	08/23/02	Personal Injury Attorney	Encompass	Medical Records
03464524	Jerry Seng	08/16/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03464524	Mealy Seng	08/16/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03470133	Rochenna Sim	10/07/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03470133	Bunkeath Meng	09/23/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03436611	Lan Lim	09/27/00	Personal Injury Attorney	CNA Insurance	Medical Records
03456832	Dalin Ou	10/20/04	First Spine	Encompass	Invoice
03456832	Dalin Ou	05/29/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03456832	Dalin Ou	12/22/02	Collection Agency	Encompass	Invoice
03391026	Phuong Uyen Le	02/26/01	Personal Injury Attorney	CNA Insurance	Medical Records and Invoices
03483838	Sokean Phlong	01/23/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03483838	Brandon Oeur	04/14/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03473966	Diane Meo	09/26/02	Personal Injury Attorney	Encompass	Invoice
03482803	Sareth Veuk	07/17/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03482803	Thaverei Veuk	07/17/03	Personal Injury Attorney	Encompass	Medical Records and Invoices
03536789	Savy Vong	09/24/04	Personal Injury Attorney	Encompass	Medical Records and Invoices
03467194	Marion Garcia	10/28/02	Collection Agency	Encompass	Invoice
03467194	Paul Taylor	12/03/02	Collection Agency	Encompass	Invoice
03486647	Vich Lam	03/08/05	Collection Agency	Encompass	Invoice
03461410	Sarah Ros	01/03/05	Collection Agency	Encompass	Invoice
03461410	Bunthy Chanthia	11/22/02	Personal Injury Attorney	Encompass	Invoice
03481235	Chinda Kruth	10/19/04	First Spine	Encompass	Invoice
03411511	Sareth Nhon	07/21/04	Collection Agency	Encompass	Invoice
03411511	Sareth Nhon and Roeun Kong	05/03/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03469203	Kim Sat (Rick) Ban	12/11/02	Collection Agency	Encompass	Invoice
03469203	At Ban	12/11/02	Collection Agency	Encompass	Invoice
03469203	At Ban	08/14/03	Collection Agency	Encompass	Invoice
03469203	Kim Sat (Rick) Ban	08/21/03	Collection Agency	Encompass	Invoice
03469203	At Ban	11/21/02	Collection Agency	Encompass	Invoice
03469203	Kim Sa (Rick) Ban	11/12/02	Personal Injury Attorney	Encompass	Medical Records and Invoices
03469203	Kim Sat (Rick) Ban	04/07/03	Encompass	Personal Injury Attorney	Records Review
03469203	Kim Sat (Rick) Ban	10/10/02	Encompass	Personal Injury Attorney	Records Review
03469203	Kim Sat (Rick) Ban	03/07/03	Personal Injury Attorney	Encompass	Request for Payment



Chart #2:  
Mail Fraud Chart

CLAIM NO.	PATIENT NAME	DATE	FROM	TO	CONTAINS
03469203	At Ban	05/29/03	Personal Injury Attorney	Encompass	
03469203	At Ban		Personal Injury Attorney	Encompass	Lost Wage Check
03469203	Kim Sat (Rick) Ban	07/24/02	Personal Injury Attorney	Encompass	PIP Checks
03469203	Kim Sat (Rick) Ban	10/10/02	Encompass	Personal Injury Attorney	Records Review
03469203	Kim Sat (Rick) Ban	09/25/02	Personal Injury Attorney	Encompass	PIP Application
03469203	Kim Sat (Rick) Ban	11/04/02	Collection Agency	Encompass	Invoice for PIP Payments
03469203	Kim Sat (Rick) Ban	09/26/02	ERI Expert Review Incorporated	Encompass	Independent Medical Review
03469203	Kim Sat (Rick) Ban	09/30/02	ERI Expert Review Incorporated	Encompass	Invoice
03469203	Kim Sat (Rick) Ban	10/07/02	Personal Injury Attorney	Encompass	PIP Application
03469203	At Ban	09/05/02	Personal Injury Attorney	Encompass	Invoices
03469203	At Ban	10/10/02	Encompass	Personal Injury Attorney	Medical Records Review
03469203	At Ban	11/04/02	Collection Agency	Encompass	Invoice
03469203	At Ban	09/26/02	ERI Expert Review Incorporated	Encompass	Medical Records Review
03469203	At Ban	09/30/02	ERI Expert Review Incorporated	Encompass	Invoice
03469203	Cynthia Laing	11/14/01	Encompass	Personal Injury Attorney	Request for Payment
03469203	Phally Lang	01/09/02	First Spine and Rehab.	Encompass	Request for Medical Records
03448741	Katie Duong	12/31/01	First Spine and Rehab.	Encompass	Medical Records
03432698	Peou Ing	02/08/00	Medical Records Associates	CNA personal Insurance	Medical Records
03475016	Seng Eam Taing	12/19/02	Personal Injury Attorney	Encompass	Medical Records

**Chart 3:  
Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03326411	01/09/98	\$975.00	06/26/98	Tran	Hang	Culliney
03326411	01/09/98	\$970.00	06/26/98	Nguyen	Nguyet	Culliney
03374831	07/18/98	\$2,900.00	04/09/88	Roum	Saroeut	Culliney
03374831	07/18/98	\$1,377.00	04/02/99	Un	Sendy	Culliney
03374831	07/18/98	\$2,822.00	04/02/99	Un	Sokea	Culliney
03374831	07/18/98	\$1,375.00	04/02/99	Sim	Saroeut	Culliney
03374831	07/18/98	\$665.00	04/14/99	Un	Sokea	Culliney
03374831	07/18/98	\$1,907.00	04/14/99	Sim	Saroeut	Culliney
03374831	07/18/98	\$150.00	04/14/99	Sim	Saroeut	Culliney
03374831	07/18/98	\$177.00	07/31/02	Roum	Saroeut	Culliney
03331518	09/10/98	\$129.00	03/16/99	Hok	Tut	Culliney
03331518	09/10/98	\$3,896.00	12/08/04	Hok	Tut	Culliney
03379614	10/21/98	\$655.00	02/12/99	Nikki	Kim	Culliney
03379614	10/21/98	\$465.00	02/24/99	Nikki	Kim	Culliney
03381790	12/14/98	\$1,579.00	03/30/99	Chum	Sophala	Culliney
03381790	12/14/98	\$2,212.00	03/30/99	Prak	Sokcheath	Culliney
03381790	12/14/98	\$1,847.00	03/30/99	Chum	Sophala	Culliney
03381790	12/14/98	\$1,833.00	02/17/00	Prak	Sokcheath	Culliney
03381790	12/14/98	\$2,236.00	11/27/01	Chum	Sophala	Culliney
03381790	12/14/98	\$1,558.00	11/27/01	Chum	Sophala	Culliney
03421674	01/08/99	\$226.00	04/28/99	Thanongsinh	April	Culliney
03382948	02/02/99	\$2,000.00	09/24/99	Chuu	Saroen	Culliney
03382948	02/02/99	\$1,625.00	01/12/00	Chuu	Saroen	Culliney
03382948	02/02/99	\$1,625.00	11/12/00	Chhu	Saroeun	Culliney
03382948	02/02/99	\$1,625.00	06/08/04	Chhu	Saroeun	Culliney
03425232	04/25/99	\$150.00	02/16/00	Mak	Naravuth	Culliney
03425232	04/25/99	\$150.00	02/16/00	Mak	Sandy	Culliney
03425232	04/25/99	\$150.00	02/16/00	Vann	Emmy	Culliney
03425232	04/25/99	\$150.00	02/16/00	Mak	Naravuth	Culliney
03425232	04/25/99	\$2,763.00	06/26/00	Mak	Naravuth	Culliney
03425232	04/25/99	\$3,023.00	06/26/00	Vann	Emmy	Culliney
03425232	04/25/99	\$1,866.00	06/26/00	Mak	Sandy	Culliney
03425232	04/25/99	\$3,073.00	06/26/00	Naraguth	Norayuti	Culliney
03425856	05/16/99	\$2,000.00	06/20/00	Tim	Oeun	Culliney
03425856	05/16/99	\$2,000.00	10/11/00	Tim	Timmy	Culliney
03425856	05/16/99	\$1,199.00	02/02/01	Tim	Oeun	Culliney
03341477	10/29/99	\$1,068.00	03/21/00	Lang	Phally	Culliney
03341477	10/29/99	\$1,867.00	04/23/01	Lang	Phally	Culliney
03341477	10/29/99	\$695.00	03/20/02	Lang	Phally	Culliney
03432698	11/09/99	\$2,235.00	03/17/00	Ing	Peou	Culliney
03432698	11/09/99	\$960.00	07/03/00	Ing	Peou	Culliney
03438972	01/14/00	\$3,817.00	01/20/03	Mejia	Angela	Unknown
03438972	01/14/00	\$4,032.00	12/19/03	Disla	Juan	Unknown
03436611	02/20/00	\$2,000.00	05/04/00	Lim	Lan	Culliney
03436611	02/20/00	\$2,270.00	01/04/01	Lim	Lan	Culliney
03396719	03/12/00	\$2,000.00	05/02/00	Laing	Cynthia	Unknown
03439611	05/19/00	\$1,387.00	01/19/01	Yang	Sokhan	Culliney
03439611	05/19/00	\$2,875.00	06/06/02	Yang	Sokhan	Culliney
03439668	05/22/00	\$2,495.00	08/22/00	Long	Veun	Culliney
03439668	05/22/00	\$80.00	08/22/00	Long	Veun	Culliney
03439668	05/22/00	\$1,610.00	01/17/01	Long	Veun	Culliney
03439668	05/22/00	\$75.00	03/13/01	Long	Veun	Culliney
03440595	06/15/00	\$95.00	09/15/00	Chhay	Sarin	Culliney
03440595	06/15/00	\$2,350.00	10/09/00	Chhay	Sarin	Culliney

**Chart 3:  
Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03440595	06/15/00	\$970.00	10/26/00	Chhay	Sarin	Culliney
03440595	06/15/00	\$420.00	11/07/00	Chhay	Sarin	Culliney
03440595	06/15/00	\$505.00	01/04/01	Chhay	Sarin	Culliney
03447628	06/25/00	\$4,101.00	11/12/01	Ngeth	Veasha	Culliney
03447628	06/25/00	\$4,256.00	11/12/01	Ngeth	Samnang	Culliney
03391026	07/26/00	\$3,910.00	04/07/01	Phoung	Le	McConnell
03391026	07/26/00	\$110.00	06/21/01	Phoung	Le	McConnell
03391026	07/26/00	\$110.00	06/21/01	Phoung	Le	McConnell
03391026	07/26/00	\$110.00	02/19/02	Phoung	Le	McConnell
03391026	07/26/00	\$110.00	02/19/02	Phoung	Le	McConnell
03392271	08/29/00	\$1,775.00	06/04/01	Yem	Radet	Culliney
03413857	08/30/00	\$4,505.00	04/11/01	Narith	Dou	Culliney
03402742	09/08/00	\$3,030.00	02/28/01	Spey	Viphearea	Culliney
03402742	09/08/00	\$190.00	05/11/01	Tang	Sacha	Culliney
03402742	09/08/00	\$950.00	05/11/01	Spey	Viphearea	Culliney
03402742	09/08/00	\$1,130.00	08/02/01	Tang	Sacha	Culliney
03402742	09/08/00	\$555.00	09/21/01	Duongchack	Wilson	Culliney
03402742	09/08/00	\$1,585.00	09/24/01	Duongchack	Wilson	Culliney
03402742	09/08/00	\$415.00	09/26/01	Duongchack	Wilson	Culliney
03402742	09/08/00	\$415.00	09/26/01	Duongchack	Wilson	Culliney
03402742	09/08/00	\$2,810.00	02/19/02	Tang	Sacha	Culliney
03403606	10/06/00	\$150.00	05/24/01	Pina	Margarita	Winn
03414287	10/25/00	\$1,816.00	02/28/01	Khannanivongh	Khamsing	Culliney/McConnell
03414287	10/25/00	\$1,763.00	04/11/01	Uy	Doeun	Culliney/McConnell
03414660	11/01/00	\$3,885.00	09/27/01	TI	Ouk	McConnell
03415264	11/18/00	\$2,000.00	04/10/01	Suon	Bin	McConnell
03415264	11/18/00	\$2,000.00	07/16/01	Soeng	Ngeth	McConnell
03415432	11/25/00	\$2,108.00	05/30/01	Bou	Sarath	Culliney
03415432	11/25/00	\$1,993.00	05/30/01	Vorn	Saron	Culliney
03415432	11/25/00	\$1,963.00	05/30/01	Vorn	Saron	Culliney
03415432	11/25/00	\$2,493.00	05/30/01	Phan	Sopha	McConnell
03415432	11/25/00	\$1,760.00	07/16/01	Bou	Sarath	Culliney
03415449	11/25/00	\$3,508.00	09/25/01	Khim	Rumchek	Culliney
03415432	11/25/00	\$740.00	02/24/03	Phan	Sopha	McConnell
03415432	11/25/00	\$330.00	03/11/04	Vorn	Saron	Culliney
03415432	11/25/00	\$300.00	12/16/04	Phan	Sopha	McConnell
03415524	11/26/00	\$1,218.00	04/16/01	Kong	Sopeun	Culliney
03415760	11/26/00	\$2,028.00	05/15/01	Moun	Savy	McConnell
03415524	11/26/00	\$1,395.00	09/25/01	Keo	Eath	McConnell
03415524	11/26/00	\$2,805.00	02/04/02	Keo	Eath	McConnell
03415760	11/26/00	\$1,765.00	12/09/02	Moun	Savy	McConnell
03417806	01/20/01	\$2,420.00	05/07/01	Men	Hoeurn	McConnell
03417806	01/20/01	\$1,455.00	07/20/01	Ngeth	Nhbem	McConnell
03418795	02/11/01	\$1,818.00	06/15/01	Bo.	Lysabad	Culliney
03418795	02/11/01	\$1,973.00	06/15/01	Sar	Sambun	Culliney
03418795	02/11/01	\$2,053.00	06/15/01	Mao	Samentha	McConnell
03418795	02/11/01	\$1,878.00	06/15/01	Bo	Samban	McConnell
03418795	02/11/01	\$1,958.00	06/15/01	Bo	Sambath	McConnell
03418795	02/11/01	\$1,968.00	06/15/01	Sar	Punlork	Culliney
03418795	02/11/01	\$1,150.00	06/19/01	Mao	Samentha	McConnell
03418795	02/11/01	\$2,220.00	06/19/01	Bo	Samban	McConnell
03418795	02/11/01	\$1,400.00	06/21/01	Bo	Sambath	McConnell
03418795	02/11/01	\$1,795.00	06/21/01	Bo.	Lysabad	Culliney
03418795	02/11/01	\$2,105.00	07/16/01	Sar	Sambun	Culliney

**Chart 3:**  
**Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03418795	02/11/01	\$1,170.00	07/16/01	Sar	Punlork	Culliney
03418795	02/11/01	\$450.00	07/19/01	Sar	Punlork	Culliney
03418926	02/13/01	\$2,000.00	08/02/01	Kim	Nikki	Culliney
03442397	02/17/01	\$2,000.00	06/25/01	Som	Thanh	Culliney
03442397	02/17/01	\$1,880.00	02/11/02	Som	Thanh	Culliney
03442397	02/17/01	\$394.00	06/12/02	Som	Thanh	Culliney
03419107	02/18/01	\$1,631.00	07/02/01	Sarath	Heano	Culliney
03419107	02/18/01	\$444.00	07/23/01	Sarath	Heano	Culliney
03419107	02/18/01	\$4,250.00	08/06/01	Sok	Khawaii	McConell
03419107	02/18/01	\$2,895.00	08/06/01	Neang	Kim	McConell
03419107	02/18/01	\$3,765.00	08/06/01	Cang	Keo	McConell
03419107	02/18/01	\$330.00	04/11/02	Sok	Khawaii	McConell
03419107	02/18/01	\$1,615.00	04/11/02	Sarath	Heano	Culliney
03419107	02/18/01	\$600.00	07/02/02	Neang	Kim	McConell
03419107	02/18/01	\$270.00	07/17/02	Neang	Kim	McConell
03419107	02/18/01	\$90.00	07/25/03	Sarath	Heano	Culliney
03408504	02/23/01	\$3,505.00	07/23/02	Meas	Kevin	McConell
03408504	02/23/01	\$2,905.00	09/16/02	Khut	Samnang	Culliney
03444156	03/06/01	\$4,100.00	11/28/01	Khuanphet	Anirut	McConell
03420777	04/01/01	\$2,000.00	06/26/01	Men	Oeun	Culliney
03420777	04/01/01	\$2,035.00	07/03/01	Sok	Sart	Culliney
03420777	04/01/01	\$810.00	07/23/01	Sok	Sart	Culliney
03420777	04/01/01	\$2,313.00	08/03/01	Khent	Khen	Culliney
03420777	04/01/01	\$695.00	08/13/01	Khent	Khen	Culliney
03420777	04/01/01	\$1,115.00	08/21/01	Men	Oeun	Culliney
03420777	04/01/01	\$1,010.00	08/21/01	Khent	Khen	Culliney
03420777	04/01/01	\$1,115.00	08/21/01	Sok	Sart	Culliney
03420777	04/01/01	\$200.00	05/24/04	Men	Oeun	Culliney
03420777	04/01/01	\$695.00	05/24/04	Khent	Khen	Culliney
03420810	04/02/01	\$1,928.00	07/31/01	Real	Bin	McConell
03420810	04/02/01	\$132.00	07/31/01	Real	Bin	McConell
03420810	04/02/01	\$1,943.00	08/16/01	Phan	Nickie	McConell
03420810	04/02/01	\$205.00	10/24/01	Phan	Nickie	McConell
03420810	04/02/01	\$1,920.00	01/30/02	Real	Bin	McConell
03445147	05/10/01	\$1,652.00	11/12/01	Uong	Phamaro	Culliney
03445147	05/10/01	\$1,870.00	12/17/01	Um	Sophea	McConell
03445147	05/10/01	\$2,497.00	03/20/02	Uong	Phamaro	Culliney
03445147	05/10/01	\$2,249.00	04/08/02	Um	Sophea	McConell
03445338	05/16/01	\$4,547.00	08/21/02	Chhim	Phyrum	Culliney
03445338	05/16/01	\$4,582.00	09/20/02	So	Ratha	Culliney
03445702	05/28/01	\$270.00	12/11/01	Pho	Michael	Culliney
03445702	05/28/01	\$3,614.00	12/11/01	Pho	Michael	Culliney
03448741	08/06/01	\$2,099.00	10/23/01	Doung	Katie	Culliney
03448741	08/06/01	\$605.00	11/16/01	Doung	Katie	Culliney
03448741	08/06/01	\$180.00	03/29/02	Doung	Katie	Culliney
03448741	08/06/01	\$257.00	04/03/02	Doung	Katie	Culliney
03448910	08/14/01	\$2,119.00	10/19/01	Seng	Muth	Culliney
03448910	08/14/01	\$1,854.00	10/19/01	Chiv	Sunnak	Culliney
03448910	08/14/01	\$2,015.00	10/19/01	Seng	Sivinary	Culliney
03448910	08/14/01	\$1,341.00	03/04/02	Seng	Sivinary	Culliney
03448910	08/14/01	\$540.00	03/04/02	Seng	Muth	Culliney
03448910	08/14/01	\$951.00	03/04/02	Seng	Muth	Culliney
03448910	08/14/01	\$175.00	03/04/02	Chiv	Sunnak	Culliney
03448910	08/14/01	\$434.00	04/12/02	Seng	Sivinary	Culliney



**Chart 3:  
Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03448910	08/14/01	\$1,699.00	04/12/02	Seng	Muth	Culliney
03448910	08/14/01	\$2,489.00	05/21/02	Seng	Vandary	Culliney
03448910	08/14/01	\$317.00	01/05/04	Seng	Sivinary	Culliney
03456762	09/06/01	\$2,789.00	01/30/02	Hou	Saroeun	McConell
03456762	09/06/01	\$1,614.00	01/30/02	Nou	Pamela	McConell
03456762	09/06/01	\$973.00	03/07/02	Hou	Saroeun	McConell
03456832	09/08/01	\$105.00	02/28/02	Soum	Mike	McConell
03456832	09/08/01	\$2,590.00	03/06/02	Soum	Mike	McConell
03456832	09/08/01	\$2,433.00	04/01/02	Ou	Dalin	Culliney
03456832	09/08/01	\$1,717.00	04/12/02	Ou	Dalin	Culliney
03456832	09/08/01	\$1,947.00	04/12/02	Soum	Mike	McConell
03456832	09/08/01	\$180.00	08/09/02	Ou	Dalin	Culliney
03457321	09/21/01	\$1,995.00	11/07/02	Chiv	Suntak	McConell
03457313	09/22/01	\$472.00	09/12/02	Oeun	Tim	Culliney
03457313	09/22/01	\$1,315.00	02/25/03	Oeum	Tim	Culliney
03459630	11/26/01	\$1,465.00	04/15/02	It	Toun	Culliney
03459630	11/26/01	\$1,475.00	04/18/02	Hum	Hun	Culliney
03459630	11/26/01	\$2,261.00	04/18/02	Pei	Tuy	Culliney
03459630	11/26/01	\$77.00	05/14/02	It	Toun	Culliney
03459630	11/26/01	\$1,038.00	12/02/02	It	Toun	Culliney
03459630	11/26/01	\$640.00	12/02/02	It	Toun	Culliney
03459630	11/26/01	\$1,656.00	01/23/03	It	Toun	Culliney
03459630	11/26/01	\$1,465.00	01/23/03	It	Toun	Culliney
03459630	11/26/01	\$1,465.00	01/29/03	It	Toun	Culliney
03459630	11/26/01	\$115.00	07/26/03	Pei	Tuy	Culliney
03459630	11/26/01	\$1,893.00	10/09/03	Hum	Hun	Culliney
03459630	11/26/01	\$1,693.00	10/10/03	Bun	Jim	Culliney
03459630	11/26/01	\$1,970.00	10/10/03	Pei	Tuy	Culliney
03461410	01/15/02	\$2,000.00	04/08/02	Ros	Sarath	Culliney
03461410	01/15/02	\$2,000.00	04/08/02	Chantha	Bunthy	McConell
03461410	01/15/02	\$550.00	01/06/03	Chantha	Bun	McConell
03461410	01/15/02	\$1,133.00	07/21/04	Chantha	Bun	McConell
03461410	01/15/02	\$365.00	10/13/04	Chantha	Bun	McConell
03461410	01/15/02	\$486.00	10/28/04	Chantha	Bun	McConell
03461410	01/15/02	\$693.00	11/11/04	Chantha	Bun	McConell
03467194	01/30/02	\$1,040.00	03/21/02	Taylor	Paul	Culliney
03467194	01/30/02	\$1,178.00	05/13/02	Taylor	Paul	McConell
03467477	02/07/02	\$1,450.00	09/06/02	Ung	Chithra	Culliney
03467477	02/07/02	\$1,475.00	09/06/02	Long	Pholla	Culliney
03467477	02/07/02	\$1,560.00	09/06/02	Ung	Volak	Culliney
03467477	02/07/02	\$1,025.00	09/06/02	Ung	Sophinna	McConell
03467477	02/07/02	\$1,640.00	09/06/02	San	Samnang	McConell
03462436	02/13/02	\$1,805.00	08/21/02	Chhaim	Ry	McConell
03462436	02/13/02	\$1,585.00	08/21/02	Pin	Boeuk	McConell
03462436	02/13/02	\$1,620.00	08/26/02	Chhean	Sar	Culliney
03462436	02/13/02	\$175.00	08/28/02	Chantha	Bunthy	McConell
03462771	02/24/02	\$1,495.00	07/18/02	Phan	Savuth	McConell
03462771	02/24/02	\$1,726.00	07/18/02	So	Nheop	McConell
03462771	02/24/02	\$1,975.00	07/18/02	So	Paulika	McConell
03462771	02/24/02	\$2,356.00	07/18/02	So	Chertra	McConell
03462771	02/24/02	\$1,735.00	07/18/02	So	Phaectra	McConell
03468665	03/15/02	\$4,894.00	04/03/03	Mam	Sitha	McConell
03468665	03/15/02	\$4,431.00	04/03/03	Ngeth	Sitha	McConell
03468665	03/15/02	\$4,754.00	04/09/03	Ngeth	Samnang	McConell

**Chart 3:  
Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03468665	03/15/02	\$423.00	12/29/03	Ngeth	Sitha	McConell
03468725	03/18/02	\$2,030.00	07/15/02	Krapomroth	Khim	McConell
03468725	03/18/02	\$2,440.00	07/15/02	Sophay	Porth	McConell
03468725	03/18/02	\$2,000.00	07/15/02	Phoeun	Sam	Klug
03468725	03/18/02	\$345.00	07/24/02	Krapomroth	Khim	McConell
03468725	03/18/02	\$285.00	07/24/02	Sophay	Porth	McConell
03468725	03/18/02	\$460.00	10/22/02	Krapomroth	Khim	McConell
03468725	03/18/02	\$1,220.00	10/22/02	Sophay	Porth	McConell
03468725	03/18/02	\$886.00	01/02/04	Sophay	Porth	McConell
03469203	03/29/02	\$3,351.00	07/16/02	Ban	Kimsat	Culliney
03469203	03/29/02	\$1,515.00	10/10/02	Ban	Kimsat	Culliney
03469203	03/29/02	\$1,515.00	10/10/02	Ban	At	Culliney
03469203	03/29/02	\$210.00	06/19/03	Ban	Kimsat	Culliney
03469371	04/04/02	\$2,326.00	12/06/02	Vat	Savann	Unknown
03469510	04/07/02	\$349.00	01/17/03	Bun	Sakhan	Culliney
03469510	04/07/02	\$505.00	04/02/03	Ath	Tina	Unknown
03469757	04/15/02	\$1,290.00	04/02/03	Lay	Khon	Simpson
03469757	04/15/02	\$2,080.00	06/03/03	Lay	Khon	Simpson
03470054	04/19/02	\$4,411.00	12/07/02	Panya	Manila	Culliney
03470054	04/19/02	\$280.00	01/22/03	Panya	Manila	Culliney
03470054	04/19/02	\$210.00	02/01/03	Panya	Manila	Culliney
03470133	04/20/02	\$3,101.00	08/02/02	Meng	Bunkea	Culliney
03470133	04/20/02	\$1,901.00	08/02/02	Sim	Rockenna	McConell
03470133	04/20/02	\$1,868.00	02/14/03	Meng	Bunkea	Culliney
03464524	04/23/02	\$3,733.00	11/13/02	Seng	Melody	McConell
03464524	04/23/02	\$3,613.00	11/13/02	Seng	Jerry	Culliney
03464524	04/23/02	\$2,000.00	11/13/02	Sok	Mon	Culliney
03464524	04/23/02	\$2,000.00	05/21/03	Sok	Mon	Culliney
03465736	06/04/02	\$2,456.00	09/06/02	Kang	Chhang	Culliney
03465736	06/04/02	\$1,725.00	09/11/02	Phoun	Phala	McConell
03465736	06/04/02	\$1,521.00	09/20/02	Phoun	Phala	McConell
03465736	06/04/02	\$1,045.00	09/20/02	Kang	Chhang	Culliney
03465736	06/04/02	\$1,890.00	12/31/02	Kong	Chanda	Culliney
03465736	06/04/02	\$1,281.00	12/31/02	Kong	Chanda	Culliney
03465736	06/04/02	\$1,195.00	01/14/03	Phoun	Phala	McConell
03465736	06/04/02	\$525.00	01/14/03	Kong	Chanda	Culliney
03465736	06/04/02	\$1,135.00	01/14/03	Kang	Chhang	Culliney
03465736	06/04/02	\$530.00	02/26/04	Kong	Chanda	Culliney
03473966	07/15/02	\$1,883.00	09/23/02	Melo	Diane	Culliney
03473966	07/15/02	\$1,782.00	11/07/02	Melo	Diane	Culliney
03474153	07/18/02	\$4,794.00	01/22/03	Chhim	Phyrum	Culliney
03475016	08/03/02	\$2,321.00	10/07/02	Taing	Song	Culliney/McConnell
03475016	08/03/02	\$580.00	12/12/02	Taing	Song	Culliney/McConnell
03475016	08/03/02	\$220.00	01/15/03	Taing	Song	Culliney/McConnell
03475016	08/03/02	\$1,145.00	02/03/03	Taing	Song	Culliney/McConnell
03475016	08/03/02	\$210.00	02/03/03	Taing	Song	Culliney/McConnell
03475016	08/03/02	\$315.00	02/13/03	Taing	Song	Culliney/McConnell
03479077	09/07/02	\$2,835.00	01/13/03	Panya	Khanm	McConell
03479077	09/07/02	\$2,955.00	01/13/03	Phonphiphak	Kongkeo	Gill
03479077	09/07/02	\$495.00	01/24/03	Phonphiphak	Kongkeo	Gill
03485151	09/16/02	\$470.00	01/29/03	Soeun	Susie	Culliney
03485151	09/16/02	\$445.00	02/04/03	Soeun	Susie	Culliney
03485151	09/16/02	\$465.00	02/04/03	Soeun	Susie	Culliney
03485151	09/16/02	\$400.00	02/04/03	Phay	RON	Gill

**Chart 3:**  
**Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03485151	09/16/02	\$2,320.00	02/04/03	Phay	RON	Gill
03485151	09/16/02	\$140.00	02/04/03	Phay	RON	Gill
03485151	09/16/02	\$2,040.00	02/04/03	Soeun	Susie	Culliney
03485151	09/16/02	\$575.00	02/04/03	Phay	Ron	Gill
03485151	09/16/02	\$140.00	02/26/03	Phay	Ron	Gill
03485151	09/16/02	\$300.00	03/26/03	Phay	Ron	Gill
03485151	09/16/02	\$365.00	03/26/03	Phay	Ron	Gill
03485151	09/16/02	\$105.00	03/26/03	Phay	Ron	Gill
03485151	09/16/02	\$405.00	03/27/03	Soeun	Susie	Culliney
03485151	09/16/02	\$470.00	05/01/03	Soeun	Susie	Culliney
03485151	09/16/02	\$470.00	05/16/03	Soeun	Susie	Culliney
03485151	09/16/02	\$175.00	05/28/03	Soeun	Susie	Culliney
03479384	09/17/02	\$525.00	02/27/03	Meach	Melinda	McConnell
03486571	09/18/02	\$235.00	01/07/03	Uy	Sovanna	McConnell
03486571	09/18/02	\$1,768.00	01/22/03	Uy	Lath	McConnell
03486571	09/18/02	\$2,030.00	01/24/03	Uy	Sovanna	McConnell
03486571	09/18/02	\$235.00	02/10/03	Uy	Sovanna	McConnell
03486571	09/18/02	\$185.00	02/10/03	Uy	Sovanna	McConnell
03485991	10/02/02	\$325.00	01/27/03	Sok	Pheakley	McConnell
03485991	10/02/02	\$260.00	01/27/03	Sok	Pheakley	McConnell
03485991	10/02/02	\$465.00	01/27/03	Chan	Ly	McConnell
03485991	10/02/02	\$280.00	01/27/03	Chan	Ly	McConnell
03485991	10/02/02	\$210.00	02/04/03	Sok	Pheakley	McConnell
03485991	10/02/02	\$2,615.00	02/04/03	Chan	Ly	McConnell
03485991	10/02/02	\$1,920.00	02/04/03	Sok	Pheakley	McConnell
03485991	10/02/02	\$190.00	02/11/03	Chan	Ly	McConnell
03485991	10/02/02	\$260.00	03/27/03	Sok	Pheakley	McConnell
03485991	10/02/02	\$300.00	03/27/03	Chan	Ly	McConnell
03485991	10/02/02	\$495.00	03/31/03	Sok	Pheakley	McConnell
03485991	10/02/02	\$460.00	05/08/03	Sok	Pheakley	McConnell
03485991	10/02/02	\$420.00	08/29/03	Sok	Pheakley	McConnell
03449560	10/05/02	\$815.00	02/18/03	Samith	Morn	McConnell
03449560	10/05/02	\$1,615.00	05/01/03	Samith	Morn	McConnell
03449560	10/05/02	\$1,400.00	05/05/03	Samith	Morn	McConnell
03449560	10/05/02	\$530.00	07/01/03	Samith	Morn	McConnell
03486642	10/16/02	\$440.00	01/15/03	Tith	Den	Culliney/McConnell
03486642	10/16/02	\$440.00	01/29/03	Tith	Den	Culliney/McConnell
03486642	10/16/02	\$2,270.00	01/31/03	Tith	Den	Culliney/McConnell
03486642	10/16/02	\$115.00	03/24/03	Tith	Den	Culliney/McConnell
03486642	10/16/02	\$415.00	03/24/03	Tith	Den	Culliney/McConnell
03486642	10/16/02	\$600.00	03/24/03	Tith	Den	Culliney/McConnell
03486642	10/16/02	\$420.00	03/24/03	Tith	Den	Culliney/McConnell
03486647	10/16/02	\$2,200.00	03/26/03	Lam	Vich	Culliney
03486647	10/16/02	\$720.00	03/26/03	Lam	Vich	Culliney
03486647	10/16/02	\$370.00	03/26/03	Lam	Vich	Culliney
03486647	10/16/02	\$250.00	03/26/03	Lam	Vich	Culliney
03486795	10/19/02	\$470.00	01/24/03	Yonn	Savonn	Portillo
03486795	10/19/02	\$440.00	02/10/03	Yonn	Savonn	Portillo
03486795	10/19/02	\$375.00	02/10/03	Yonn	Savonn	Portillo
03486795	10/19/02	\$2,770.00	02/26/03	Yonn	Savonn	Portillo
03486795	10/19/02	\$365.00	05/29/03	Yonn	Savonn	Portillo
03486795	10/19/02	\$175.00	06/24/03	Yonn	Savonn	Portillo
03487016	10/23/02	\$465.00	02/03/03	Phanthavong	Diane	Culliney
03487016	10/23/02	\$1,535.00	02/03/03	Phanthavong	Diane	Culliney

**Chart 3:  
Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03487016	10/23/02	\$510.00	02/03/03	Chum	Rida	Culliney
03487016	10/23/02	\$1,490.00	02/03/03	Chum	Rida	Culliney
03487016	10/23/02	\$895.00	02/26/03	Phanthavong	Diane	Culliney
03487016	10/23/02	\$710.00	02/26/03	Chum	Rida	Culliney
03487016	10/23/02	\$1,885.00	03/11/03	Phanthavong	Diane	Culliney
03487016	10/23/02	\$1,300.00	03/18/03	Chum	Rida	Culliney
03487016	10/23/02	\$645.00	04/08/03	Phanthavong	Diane	Culliney
03487016	10/23/02	\$645.00	05/19/03	Phanthavong	Diane	Culliney
03487016	10/23/02	\$645.00	05/19/03	Chum	Rida	Culliney
03487016	10/23/02	\$305.00	06/03/03	Jiraud	Christa	Culliney
03487193	10/26/02	\$2,040.00	01/27/03	Uy	Sophannee	Portillo
03487193	10/26/02	\$420.00	02/04/03	Uy	Sophannee	Portillo
03487193	10/26/02	\$365.00	02/04/03	Sam	Sakun	Portillo
03487193	10/26/02	\$1,526.00	03/27/03	Sam	Sakun	Portillo
03487193	10/26/02	\$365.00	06/02/03	Sam	Sakun	Portillo
03480962	11/18/02	\$2,345.00	02/05/03	Theng	Chea	McConell
03480962	11/18/02	\$2,255.00	04/18/03	Theng	Chea	McConell
03481235	11/27/02	\$1,910.00	02/17/03	Kong	Sally	Taylor
03481235	11/27/02	\$295.00	06/20/03	Kong	Sally	Taylor
03481722	12/12/02	\$480.00	07/13/04	Him	Saron	Culliney
03481722	12/12/02	\$210.00	07/13/04	Him	Saron	Culliney
03481722	12/12/02	\$1,830.00	07/13/04	Him	Saron	Culliney
03481722	12/12/02	\$175.00	08/25/04	Him	Saron	Culliney
03481654	12/13/02	\$505.00	02/26/03	Ngeth	Mao	McConell
03481654	12/13/02	\$585.00	03/31/03	Hem	Nhoeun	McConell
03481654	12/13/02	\$465.00	03/31/03	Hem	Nhoeun	McConell
03481654	12/13/02	\$2,115.00	03/31/03	Ngeth	Mao	McConell
03481654	12/13/02	\$510.00	03/31/03	Hem	Nhoeun	McConell
03481654	12/13/02	\$465.00	03/31/03	Ngeth	Mao	McConell
03481654	12/13/02	\$255.00	04/25/03	Ngeth	Mao	McConell
03490345	12/26/02	\$495.00	04/14/03	Mao	Rithy	Culliney
03490345	12/26/02	\$575.00	04/14/03	Mao	Rithy	Culliney
03490345	12/26/02	\$465.00	04/16/03	Mao	Rithy	Culliney
03490345	12/26/02	\$465.00	04/16/03	Mao	Rithy	Culliney
03490345	12/26/02	\$210.00	05/02/03	Mao	Rithy	Culliney
03490345	12/26/02	\$2,315.00	11/08/04	Mao	Rithy	Culliney
03482803	01/21/03	\$2,155.00	03/26/03	Veuk	Thavere	Klug
03482803	01/21/03	\$645.00	04/07/03	Veuk	Thavere	Klug
03482803	01/21/03	\$2,160.00	05/15/03	Veuk	Sareth	McConell
03482803	01/21/03	\$550.00	05/15/03	Veuk	Sareth	McConell
03482803	01/21/03	\$440.00	05/15/03	Veuk	Sareth	McConell
03482803	01/21/03	\$310.00	05/15/03	Veuk	Sareth	McConell
03482803	01/21/03	\$370.00	05/15/03	Veuk	Sareth	McConell
03482803	01/21/03	\$530.00	05/15/03	Veuk	Thavere	Klug
03482803	01/21/03	\$460.00	05/15/03	Veuk	Thavere	Klug
03482803	01/21/03	\$355.00	05/15/03	Veuk	Thavere	Klug
03482803	01/21/03	\$630.00	06/02/03	Veuk	Thavere	Klug
03482803	01/21/03	\$640.00	06/11/03	Veuk	Sareth	McConell
03482803	01/21/03	\$520.00	06/25/03	Veuk	Sareth	McConell
03482803	01/21/03	\$328.00	07/18/03	Veuk	Thavere	Klug
03482803	01/21/03	\$315.00	07/31/03	Veuk	Sareth	McConell
03482803	01/21/03	\$175.00	10/29/03	Veuk	Sareth	McConell
03482803	01/21/03	\$630.00	11/11/03	Veuk	Thavere	Klug



**Chart 3:**  
**Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03483246	02/07/03	\$390.00	05/15/03	Sims	Phath	Culliney/McConnell
03483246	02/07/03	\$630.00	05/23/03	Sims	Phath	Culliney/McConnell
03483246	02/07/03	\$490.00	06/20/03	Sims	Phath	Culliney/McConnell
03483246	02/07/03	\$457.00	11/28/03	Sims	Phath	Culliney/McConnell
03483246	02/07/03	\$1,699.00	11/28/03	Sims	Phath	Culliney/McConnell
03483246	02/07/03	\$534.00	11/28/03	Sims	Phath	Culliney/McConnell
03483838	02/14/03	\$2,000.00	04/21/03	Phlong	Sokean	McConell
03483838	02/14/03	\$1,795.00	05/14/03	Oeur	Brando	McConell
03483838	02/14/03	\$102.00	06/11/03	Phlong	Sokean	McConell
03483838	02/14/03	\$1,465.00	11/06/03	Phlong	Sokean	McConell
03483838	02/14/03	\$1,083.00	04/19/04	Oeur	Brando	McConell
03500338	03/24/03	\$550.00	07/17/03	Rom	Jimmy	Culliney
03500338	03/24/03	\$400.00	07/17/03	Liv	Kong	McConell
03500338	03/24/03	\$210.00	07/22/03	Rom	Jimmy	Culliney
03500338	03/24/03	\$328.00	07/22/03	Liv	Kong	McConell
03500338	03/24/03	\$1,993.00	10/13/03	Liv	Kong	McConell
03500338	03/24/03	\$350.00	10/13/03	Liv	Kong	McConell
03500338	03/24/03	\$328.00	10/13/03	Liv	Kong	McConell
03500338	03/24/03	\$1,705.00	10/22/03	Rom	Jimmy	Culliney
03500338	03/24/03	\$1,705.00	02/19/04	Rom	Jimmy	Culliney
03500338	03/24/03	\$1,740.00	02/25/04	Rom	John	Culliney
03500338	03/24/03	\$320.00	02/25/04	Rom	John	Culliney
03500338	03/24/03	\$1,740.00	03/10/04	Rom	John	Culliney
03500338	03/24/03	\$320.00	03/10/04	Rom	John	Culliney
03500623	03/28/03	\$1,428.00	05/29/03	Phal	Channak	Culliney
03500623	03/28/03	\$24.00	12/15/03	Phal	Channak	Culliney
03500623	03/28/03	\$24.00	06/16/04	Phal	Channak	Culliney
03491088	04/15/03	\$770.00	01/22/04	Uy	Sophannee	Portillo
03491823	05/23/03	\$1,362.00	10/29/03	Rom	John	Culliney
03504357	06/03/03	\$1,635.00	08/27/03	Sem	Sokhan	mcConell
03504357	06/03/03	\$1,553.00	08/27/03	Sem	Chantha	Culliney
03504357	06/03/03	\$2,000.00	08/27/03	Sem	Sakhoeui	Culliney
03504357	06/03/03	\$460.00	09/02/03	Toch	Reath	Culliney
03504357	06/03/03	\$2,060.00	09/02/03	Toch	Reath	Culliney
03504357	06/03/03	\$575.00	09/02/03	Dam	Channar	McConell
03504357	06/03/03	\$1,860.00	09/04/03	Dam	Channar	mcConell
03504357	06/03/03	\$371.00	09/08/03	Sem	Sokhon	Culliney
03504357	06/03/03	\$317.00	09/08/03	Toch	Reath	Culliney
03504357	06/03/03	\$384.00	09/23/03	Toch	Reath	Culliney
03504357	06/03/03	\$371.00	09/23/03	Sem	Sokhon	Culliney
03504357	06/03/03	\$391.00	09/23/03	Dam	Channar	McConell
03504357	06/03/03	\$140.00	10/13/03	Dam	Channar	McConell
03504357	06/03/03	\$430.00	10/20/03	Sem	Sokhom	McConell
03504357	06/03/03	\$317.00	10/30/03	Toch	Reath	Culliney
03504357	06/03/03	\$177.00	11/05/03	Sem	Sokhon	McConell
03504357	06/03/03	\$442.00	11/11/03	Sem	Sokhom	McConell
03504357	06/03/03	\$280.00	11/13/03	Toch	Reath	Culliney
03504357	06/03/03	\$282.00	11/13/03	Dam	Channar	McConell
03504357	06/03/03	\$70.00	11/21/03	Sem	Sokhom	McConell
03504357	06/03/03	\$1,880.00	11/21/03	Sem	Sakhoeui	Culliney
03504357	06/03/03	\$2,447.00	11/21/03	Sem	Chantha	Culliney
03504357	06/03/03	\$1,540.00	11/21/03	Sem	Sokhan	Culliney
03504357	06/03/03	\$214.00	12/09/03	Sem	Sakhoeui	Culliney
03504357	06/03/03	\$210.00	12/11/03	Dam	Channar	McConell

**Chart 3:  
Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03504357	06/03/03	\$107.00	04/27/04	Toch	Reath	Culliney
03504357	06/03/03	\$802.00	10/25/04	Dam	Channar	McConell
03504357	06/03/03	\$671.00	11/08/04	Toch	Reath	Culliney
03504615	06/07/03	\$1,140.00	07/16/03	Kmsan	Mom	McConell
03504615	06/07/03	\$605.00	09/05/03	Chea	Vannak	McConell
03504615	06/07/03	\$284.00	09/10/03	Chea	Vannak	McConell
03504615	06/07/03	\$544.00	09/22/03	Chea	Vannak	McConell
03504615	06/07/03	\$252.00	09/29/03	Chea	Vannak	McConell
03504615	06/07/03	\$177.00	10/17/03	Chea	Vannak	McConell
03504615	06/07/03	\$1,932.00	11/10/03	Chea	Vannak	McConell
03504615	06/07/03	\$420.00	11/13/03	Chea	Vannak	McConell
03506013	06/12/03	\$2,520.00	09/16/04	Eang	Sokunth	Culliney
03505976	06/28/03	\$1,434.00	02/23/04	Keo	Kothatom	McConell
03505976	06/28/03	\$1,900.00	04/14/04	Phanthanousinh	Vantp	Culliney
03506712	07/11/03	\$2,000.00	09/15/03	Rom	John	Culliney
03506712	07/11/03	\$1,870.00	09/17/03	Liv	Kong	McConell
03506712	07/11/03	\$130.00	10/03/03	Liv	Kong	McConell
03506712	07/11/03	\$349.00	02/17/04	Liv	Kong	McConell
03506712	07/11/03	\$901.00	02/17/04	Rom	John	Culliney
03510448	07/26/03	\$441.00	11/21/03	Sambath	Kim	McConell
03510448	07/26/03	\$321.00	11/21/03	Eang	Sophannar	McConell
03510448	07/26/03	\$107.00	12/10/03	Eang	Sophannar	McConell
03510448	07/26/03	\$247.00	12/10/03	Sok	Samnang	Culliney
03510448	07/26/03	\$105.00	12/15/03	Sok	Samnang	Culliney
03510448	07/26/03	\$2,961.00	12/16/03	Sambath	Kim	McConell
03510448	07/26/03	\$225.00	01/30/04	Sambath	Kim	McConell
03510448	07/26/03	\$105.00	06/16/04	Sok	Samnang	Culliney
03510448	07/26/03	\$2,961.00	06/16/04	Sambath	Kim	McConell
03510448	07/26/03	\$225.00	08/04/04	Sambath	Kim	McConell
03508820	08/12/03	\$610.00	07/09/04	Mam	Katherine	McConell
03508820	08/12/03	\$1,478.00	07/09/04	Nuth	Kim	McConell
03508820	08/12/03	\$846.00	09/10/04	Nuth	Linda	McConell
03508820	08/12/03	\$1,080.00	09/10/04	Mam	Katherine	McConell
03511086	09/18/03	\$277.00	01/16/04	Samith	Morin	McConell
03511086	09/18/03	\$277.00	01/16/04	Samith	Morin	McConell
03511086	09/18/03	\$531.00	01/16/04	Samith	Morin	McConell
03511086	09/18/03	\$1,557.00	01/16/04	Samith	Morin	McConell
03511086	09/18/03	\$415.00	02/19/04	Samith	Morin	McConell
03511086	09/18/03	\$887.00	03/10/04	Samith	Morin	McConell
03511086	09/18/03	\$1,674.00	09/22/04	Suon	Thea	McConell
03511086	09/18/03	\$2,830.00	10/22/04	Suon	Thea	McConell
03513997	10/27/03	\$862.00	06/01/04	Peov	Kan	McConell
03513997	10/27/03	\$2,287.00	06/01/04	Rath	Chareth	Unknown
03513997	10/27/03	\$862.00	06/01/04	Rath	Kristina	McConell
03513997	10/27/03	\$2,302.00	06/04/04	Phan	Saleen	McConell
03513997	10/27/03	\$867.00	06/04/04	Khiaosoth	Vong	McConell
03514331	11/07/03	\$1,490.00	11/09/04	Phim	Chhat	McConell
03493502	12/08/03	\$2,000.00	10/05/04	Melo	Diane	Culliney
03493502	12/08/03	\$837.00	12/13/04	Melo	Diane	Culliney
03530556	12/10/03	\$1,016.00	04/28/04	Truong	Ken	Klug
03530556	12/10/03	\$1,123.00	04/28/04	Truong	Ken	Klug
03530556	12/10/03	\$297.00	04/28/04	Truong	Ken	Klug
03532353	01/02/04	\$478.00	06/23/04	Song	Pat	Blake/Klug
03532767	01/10/04	\$1,740.00	04/12/04	Delavalle	Robert	McConell

**Chart 3:**  
**Damages Chart**

Claim Number	DOL	Target Amt Pd	T Date	Last	First	Provider
03532767	01/10/04	\$2,525.00	04/12/04	Molina	Demetri	McConell
03532767	01/10/04	\$2,385.00	04/12/04	Carrasquillo	Alma	McConnell
03532767	01/10/04	\$1,740.00	10/13/04	Delavalle	Robert	McConell
03533438	01/19/04	\$1,310.00	03/23/04	Inthabane	Michael	Klug
03536789	03/16/04	\$665.00	07/08/04	Vong	Savy	Klug
03536789	03/16/04	\$1,057.00	12/03/04	Vong	Savy	Klug
03536789	03/16/04	\$278.00	12/03/04	Vong	Savy	Klug
03540127	05/14/04	\$989.00	08/18/04	Sok	Sam	McConell/Blake
03540127	05/14/04	\$309.00	10/06/04	Sok	Sam	McConell/Blake
<b>TOTAL:</b>		<b>\$625,386.00</b>				

**EXHIBIT 4**

<b>RECIPE OF FIRST SPINE TREATMENT</b>										
<u>CLAIM</u>	<u>CLAIMANT</u>	<u>CLAIMANT</u>	<u>D.O.L.</u>	<u>D.O.I.E.</u>	<u>CPT</u>	<u>SMT TX</u>	<u>HEAT</u>	<u>EMS TX</u>	<u>RE-</u>	<u>RE-</u>
<u>NUMBER</u>	<u>FIRST</u>	<u>LAST</u>			<u>UPCODES</u>	<u>IN</u>	<u>TX</u>	<u>IN</u>	<u>EXAM</u>	<u>EXAM</u>
	<u>NAME</u>	<u>NAME</u>				<u>EXCESS</u>	<u>EXCESS</u>	<u>EXCESS</u>	<u>DATE</u>	<u>DELAY</u>
						<u>OF 20</u>	<u>OF 15</u>	<u>OF 15</u>		<u>IN</u>
										<u>EXCESS</u>
										<u>OF 25</u>
										<u>DAYS</u>
03379614	Nikki	Kim	10/21/98	10/26/98	99205	45	22	22	11/23/98	27
03445702	Michael	Pho	05/28/01	05/29/01	99204	38	24	24	06/26/01	27
03467477	Volak	Neang	02/07/02	02/12/02	99204	21	20	21	03/13/02	28
03467477	Samnang	San	02/07/02	02/11/02	99205	40	22	22	03/12/02	28
03436611	Lan	Lim	02/19/00	02/22/00	99205	41	27	27	03/22/00	28
03447628	Samnang	Ngeth	06/25/00	06/28/00	99205	41	41	29	07/27/00	28
03418795	Punlork	Sar	02/11/01	02/12/01	99205	40	20	20	03/14/01	29
03442397	Thanh	Som	02/17/01	02/19/01	99205	45	21	21	03/21/01	29
03469203	Rick (Kimsat)	Ban	03/29/02	04/01/02	99204	46	21	21	05/01/02	29
03418795	Sambun	Sar	02/11/01	02/12/01	99205	42	23	24	03/14/01	29
03418795	Samban	Bo	02/11/01	02/12/01	99205	37	26	26	03/14/01	29
03479077	Kongkeo	Phomphipak	09/07/02	09/09/02	99204	31	18	18	10/10/02	30
03479077	Khammoune	Panya	09/07/02	09/09/02	99204	45	19	19	10/10/02	30
03470133	Bunkeath	Meng	04/19/02	04/22/02	99204	42	21	21	05/23/02	30
03456762	Pamela	Nou	09/06/01	09/10/01	99204	43	24	25	10/11/01	30
03456762	Sareun	Hou	09/06/01	09/10/01	99205	42	26	26	10/11/01	30
03419107	Sareth	Heang	02/18/01	02/21/01	99204	22	17	16	03/26/01	32
03419107	Kim	Neang	02/18/01	02/21/01	99205	37	16	18	03/26/01	32
03417806	Hoeurn	Men	01/20/01	01/24/01	99205	38	19	19	02/26/01	32
03419107	Cang	Keo	02/18/01	02/21/01	99205	37	21	19	03/26/01	32
03419107	Khawaii	Sok	02/18/01	02/21/01	99205	45	25	23	03/26/01	32
03462436	Sar	Chhean	02/13/02	02/14/02	99205	41	27	27	03/19/02	32
03485151	Ron	Phay	09/16/02	09/17/02	99204	41	15	15	10/21/02	33
03485151	Susie	Soeun	09/16/02	09/17/02	99204	40	17	17	10/21/02	33
03465736	Phala	Phoun	06/04/02	06/07/02	99205	43	18	18	07/11/02	33
03468665	Sitha	Ngeth	03/15/02	03/19/02	99205	43	19	19	04/22/02	33
03468665	Sitha	Mam	03/15/02	03/19/02	99205	45	21	21	04/22/02	33
03465736	Chhang	Kang	06/04/02	06/07/02	99204	43	22	23	07/11/02	33
03448910	Muth	Seng	08/14/01	08/15/01	99204	40	23	23	09/18/01	33
03486642	Den	Tith	10/16/02	10/16/02	99204	40	24	24	11/19/02	33
03391026	Uyen	Le	07/26/00	07/27/00	99205	40	24	24	08/30/00	33
03411511	Sareth	Nuon	05/22/01	05/29/01	99204	44	24	25	07/02/01	33
03448910	Vandary	Seng	08/14/01	08/15/01	99204	38	25	25	09/18/01	33
03381790	Sokcheath	Prak	12/14/98	12/17/98	99205	46	26	25	01/20/99	33
03464524	Mom	Sok	04/23/02	04/30/02	99204	31	26	26	06/03/02	33
03448910	Sivinary	Seng	08/14/01	08/15/01	99204	40	26	26	09/18/01	33
03464524	Jerry	Seng	04/23/02	04/30/02	99204	29	26	27	06/03/02	33
03447628	Veasna	Ngeth	06/25/00	06/28/00	99205	38	37	29	08/01/00	33
03439611	Sokhan	Yang	05/19/00	05/23/00	99205	40	30	30	06/26/00	33
03473966	Diane	Melo	07/15/02	07/17/02	99204	30	30	31	08/20/02	33
03444156	Anirut	Khuanphat	03/06/01	03/07/01	99205	41	19	20	04/11/01	34
03457321	Sunnhak	Chiv	09/21/01	09/25/01	99205	42	21	20	10/30/01	34
03468665	Samnang	Ngeth	03/15/02	03/19/02	99205	45	21	21	04/23/02	34
03456832	Dalin	Ou	09/08/01	09/10/01	99204	41	22	22	10/15/01	34

RECIPE OF FIRST SPINE TREATMENT										
<u>CLAIM</u>	<u>CLAIMANT</u>	<u>CLAIMANT</u>	<u>D.O.L.</u>	<u>D.O.I.E.</u>	<u>CPT</u>	<u>SMT TX</u>	<u>HEAT</u>	<u>EMS TX</u>	<u>RE-</u>	<u>RE-</u>
<u>NUMBER</u>	<u>FIRST</u>	<u>LAST</u>			<u>UPCODES</u>	<u>IN</u>	<u>TX</u>	<u>IN</u>	<u>EXAM</u>	<u>EXAM</u>
	<u>NAME</u>	<u>NAME</u>				<u>EXCESS</u>	<u>IN</u>	<u>EXCESS</u>	<u>DATE</u>	<u>DELAY</u>
						<u>OF 20</u>	<u>OF 15</u>	<u>OF 15</u>		<u>IN</u>
										<u>EXCESS</u>
										<u>OF 25</u>
										<u>DAYS</u>
03475016	Song	Taing	08/03/02	08/07/02	99204	42	22	22	09/11/02	34
03402742	Sacha	Tang	09/08/00	09/25/00	99205	40	25	25	10/30/00	34
03418795	Samantha	Mao	02/11/01	02/12/01	99205	28	25	26	03/19/01	34
03418795	Lysabad	Bo	02/11/01	02/12/01	99205	36	26	26	03/19/01	34
03418795	Sambath	Bo	02/11/01	02/12/01	99205	38	26	26	03/19/01	34
03462771	Cheatra	So	02/24/02	02/26/02	99204	46	27	26	04/02/02	34
03438972	Juan	Disla	01/14/00	01/17/00	99205	41	28	27	02/21/00	34
03467194	Paul	Taylor	01/30/02	02/06/02	99205	25	31	32	03/13/02	34
03468725	Sophay	Porth	03/18/02	03/19/02	99205	40	17	16	04/24/02	35
03485991	Ly	Chan	10/02/02	10/02/02	99204	37	17	19	11/07/02	35
03469203	At	Ban	03/29/02	04/01/02	99204	42	19	19	05/07/02	35
03413857	Dou	Narith	08/30/00	09/11/00	99205	43	30	30	10/17/00	35
03485991	Pheakdey	Sok	10/02/02	10/02/02	99204	41	15	15	11/08/02	36
03420810	Bin	Real	04/02/01	04/10/01	99205	39	21	17	05/17/01	36
03402742	Viphearea	Srey	09/08/00	09/25/00	99205	42	20	20	11/01/00	36
03438972	Angela	Mejia	01/14/00	01/17/00	99205	40	28	28	02/23/00	36
03445147	Sophea	Um	05/10/01	05/14/01	99205	41	17	18	06/21/01	37
03449560	Morn	Samith	10/05/02	10/07/02	99204	44	22	22	11/14/02	37
03402742	Wilson	Douangchack	09/08/00	09/25/00	99205	26	24	24	11/02/00	37
03470133	Rochenna	Sim	04/19/02	04/22/02	99204	43	21	21	05/31/02	38
03474153	Phyrun	Chhim	07/18/02	07/18/02	99204	42	18	20	08/27/02	39
03465736	Chanda	Kong	06/04/02	06/07/02	99204	42	21	22	07/17/02	39
03425232	Narayuth	Mak	04/25/99	07/01/99	99205	37	25	26	08/10/99	39
03374831	Saroeun	Sim	07/18/98	07/22/98	99205	40	28	28	08/31/98	39
03408504	Kevin	Meas	02/23/01	02/28/01	99205	32	24	24	04/10/01	40
03448741	Katie	Duong	08/06/01	08/08/01	99205	29	22	25	09/18/01	40
03415449	Roth	Khim	11/25/00	12/11/00	99204	34	22	22	01/22/01	41
03341477	Phally	Lang	10/29/99	11/01/99	99205	47	26	26	12/13/99	41
03456832	Michael	Soum	09/08/01	09/10/01	99204	40	23	22	10/23/01	42
03408504	Samnang	Khut	02/23/01	02/28/01	99205	28	23	23	04/12/01	42
03467477	Sophinnary	Ung	02/07/02	03/12/02	99205	24	16	16	04/25/02	43
03439668	Veun	Long	05/22/00	05/22/00	99205	42	19	19	07/05/00	43
03468725	Phoeun	Sam	03/18/02	03/19/02	99205	40	23	21	05/02/02	43
03464524	Melody	Seng	04/23/02	04/20/02	99204	31	26	27	06/03/02	43
03415264	Bin	Suon	11/18/00	11/18/00	99205	24	21	21	01/02/01	44
03486571	Sovanna	Uy	09/18/02	09/23/02	99204	21	15	30	11/08/02	45
03420777	Sart	Sok	04/01/01	04/04/01	99205	38	21	21	05/21/01	46
03468725	Krapomroth	Khim	03/18/02	03/19/02	99205	41	18	17	05/06/02	47
03461410	Sarath	Ros	01/15/02	01/16/02	99204	34	21	20	03/05/02	47
03414287	Knamsing	Khammanivong	10/25/00	11/08/00	99205	40	22	22	12/26/00	47
03461410	Bunthy	Chantha	01/15/02	01/16/02	99205	24	23	24	03/05/02	47
03331518	Tut	Hok	09/11/98	09/16/98	99205	44	28	29	11/03/98	47
03445338	Phyrun	Chhim	05/16/01	05/21/01	99205	45	23	23	07/09/01	48
03414287	Doeun	Uy	10/25/00	11/06/00	99205	43	23	22	12/26/00	49
03392271	Radet	Yem	08/29/00	08/31/00	99205	41	28	28	10/26/00	55
03415432	Sarath	Bou	11/25/00	11/27/00	99205	40	20	20	01/23/01	56
03415432	Sarunn	Vorn	11/25/00	11/29/00	99205	39	23	23	01/25/01	56

RECIPE OF FIRST SPINE TREATMENT										
<u>CLAIM</u>	<u>CLAIMANT</u>	<u>CLAIMANT</u>	<u>D.O.L.</u>	<u>D.O.I.E.</u>	<u>CPT</u>	<u>SMT TX</u> <u>IN</u>	<u>HEAT</u> <u>TX</u> <u>IN</u>	<u>EMS TX</u> <u>IN</u>	<u>RE-</u> <u>EXAM</u>	<u>RE-</u> <u>EXAM</u>
<u>NUMBER</u>	<u>FIRST</u> <u>NAME</u>	<u>LAST</u> <u>NAME</u>			<u>UPCODES</u>	<u>EXCESS</u> <u>OF 20</u>	<u>EXCESS</u> <u>OF 15</u>	<u>EXCESS</u> <u>OF 15</u>	<u>DATE</u>	<u>DELAY</u> <u>IN</u> <u>EXCESS</u> <u>OF 25</u> <u>DAYS</u>
03415760	Savy	Moun	11/26/00	11/27/00	99205	37	19	19	01/25/01	58
03486647	Vich	Lam	10/16/02	10/17/02	99204	42	20	20	12/17/02	60
03374831	Sokea	Un	07/18/98	07/22/98	99205	38	17	17	09/24/98	63
03459630	It	Toun	11/26/01	11/28/01	99204	39	25	25	01/31/02	63
03445338	Ratha	So	05/16/01	05/22/01	99205	43	24	25	07/27/01	65
03486795	Savonn	Yonn	10/19/02	10/21/02	99204	40	22	22	01/02/03	72
03467477	Pholla	Long	02/07/02	02/11/02	99204	47	23	24	04/30/02	77
03420810	Nickie	Phan	04/02/01	04/10/01	99205	39	21	21	06/28/01	78
03415264	Ngeth	Soeung	11/18/00	11/18/00	99205	42	22	22	02/08/01	81
03415524	Sophoeun	Kong	11/26/00	11/29/00	99205	41	25	25	03/08/01	98
03415524	Eath	Keo	11/26/00	11/24/00	99205	41	26	27	03/09/01	104
03459630	Tuy	Pei	11/26/01	11/28/01	99204	42	29	29	03/14/02	105
03414660	Ouk	Ti	11/01/00	11/08/00	99205	39	21	21	02/26/01	109

**EXHIBIT 5**

<b>UNWARRANTED AND EXCESSIVE FIRST SPINE PATIENT VISITS</b>				
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DATE OF LOSS</u></b>	<b><u>TOTAL VISITS</u></b>
03483838	Brandon	Ouer	02/14/03	25
03500338	John	Rom	03/24/03	25
03530556	Ken	Truong	12/10/03	25
03467477	Volak	Neang	02/07/02	26
03403606	Margarita	Pina	10/06/00	27
03500338	Jimmy	Rom	03/24/03	27
03415432	Sophal	Phan	11/25/00	27
03461410	Bunthy	Chantha	01/15/02	28
03506712	Liv	Kong	07/11/03	28
03467477	Sophinnary	Ung	02/07/02	29
03402742	Wilson	Douangchack	09/08/00	29
03425232	Sandy	Mak	04/25/99	29
03462771	Nheop	So	02/24/02	30
03487193	Sophannee	Uy	10/26/02	30
03440595	Sarin	Chhay	06/15/00	31
03408504	Samnang	Khut	02/23/01	31
03448741	Katie	Duong	08/06/01	31
03469757	Khon	Lay	04/15/02	31
03506712	John	Rom	07/11/03	31
03425856	Timmy	Tim	05/16/99	32
03467194	Paul	Taylor	01/30/02	32
03464524	Jerry	Seng	04/23/02	32
03532767	Roberto	Delvalle	01/10/04	32
03418795	Samantha	Mao	02/11/01	33
03462771	Savuth	Phan	02/24/02	33
03464524	Melody	Seng	04/23/02	33
03479077	Kongkeo	Phomhipak	09/07/02	33
03500623	Channak	Phal	03/28/03	33
03432698	Peou	Ing	11/09/99	34
03464524	Mom	Sok	04/23/02	34
03473966	Diane	Melo	07/15/02	34
03508820	Katherine	Mam	08/12/03	34
03487016	Rida	Chum	10/23/02	35
03510448	Sophannara	Eang	07/26/03	35
03493502	Diane	Melo	12/08/03	35
03468725	Krapomroth	Khim	03/18/02	36
03468725	Sophay	Porth	03/18/02	36
03513997	Saleen	Phan	10/27/03	36



UNWARRANTED AND EXCESSIVE FIRST SPINE PATIENT VISITS				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>TOTAL VISITS</u>
03425232	Emmy	Vann	04/25/99	36
03408504	Kevin	Meas	02/23/01	37
03402742	Sacha	Tang	09/08/00	37
03514331	Chhat	Phim	11/07/03	38
03425232	Naravuth	Mak	04/25/99	38
03402742	Viphearea	Srey	09/08/00	38
03415449	Roth	Khim	11/25/00	39
03485991	Ly	Chan	10/02/02	39
03425232	Narayuth	Mak	04/25/99	39
03439611	Sokhan	Yang	05/19/00	41
03447628	Veasna	Ngeth	06/25/00	41
03415760	Savy	Moun	11/26/00	41
03419107	Cang	Keo	02/18/01	41
03445702	Michael	Pho	05/28/01	41
03448910	Vandary	Seng	08/14/01	41
03448910	Muth	Seng	08/14/01	41
03462436	Ry	Chhaim	02/13/02	41
03481654	Nhoeun	Hem	12/13/02	41
03500338	Kong	Liv	03/24/03	41
03392271	Radet	Yem	08/29/00	42
03419107	Sareth	Heang	02/18/01	42
03419107	Kim	Neang	02/18/01	42
03420810	Bin	Real	04/02/01	42
03469203	At	Ban	03/29/02	42
03483246	Phath	Sim	02/07/03	42
03374831	Sokea	Un	07/18/98	43
03374831	Saroeun	Sim	07/18/98	43
03425856	Oeun	Tim	05/16/99	43
03438972	Angela	Mejia	01/14/00	43
03438972	Juan	Disla	01/14/00	43
03447628	Samnang	Ngeth	06/25/00	43
03391026	Uyen	Le	07/26/00	43
03414660	Ouk	Ti	11/01/00	43
03415432	Sarath	Bou	11/25/00	43
03415432	Sarunn	Vorn	11/25/00	43
03417806	Hoeurn	Men	01/20/01	43
03418795	Samban	Bo	02/11/01	43
03418795	Sambath	Bo	02/11/01	43
03420810	Nickie	Phan	04/02/01	43
03457321	Sunnhak	Chiv	09/21/01	43



UNWARRANTED AND EXCESSIVE FIRST SPINE PATIENT VISITS				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>TOTAL VISITS</u>
03486642	Den	Tith	10/16/02	43
03487193	Sakun	Sam	10/26/02	43
03382948	Saroeun	Chhan	02/02/99	44
03436611	Lan	Lim	02/19/00	44
03414287	Doeun	Uy	10/25/00	44
03414287	Knamsing	Khammanivong	10/25/00	44
03415264	Ngeth	Soeung	11/18/00	44
03415524	Eath	Keo	11/26/00	44
03418926	Nikki	Kim	02/13/01	44
03444156	Anirut	Khuanphat	03/06/01	44
03485991	Pheakdey	Sok	10/02/02	44
03486795	Savonn	Yonn	10/19/02	44
03481654	Mao	Ngeth	12/13/02	44
03532353	Pat	Song	01/03/04	44
03540127	Sam	Sok	05/14/04	44
03415264	Bin	Suon	11/18/00	45
03418795	Lysabad	Bo	02/11/01	45
03418795	Sambun	Sar	02/11/01	45
03445147	Sophea	Um	05/10/01	45
03448910	Sivinary	Seng	08/14/01	45
03456832	Dalin	Ou	09/08/01	45
03439668	Veun	Long	05/22/00	45
03462771	Paulika	So	02/24/02	45
03485151	Ron	Phay	09/16/02	45
03420777	Khen	Khut	04/01/01	45
03374831	Saroeut	Roum	07/18/98	46
03331518	Tut	Hok	09/11/98	46
03413857	Dou	Narith	08/30/00	46
03415524	Sophoeun	Kong	11/26/00	46
03417806	Nhem	Ngeth	01/20/01	46
03456832	Michael	Soum	09/08/01	46
03459630	It	Toun	11/26/01	46
03462436	Sar	Chhean	02/13/02	46
03470133	Bunkeath	Meng	04/19/02	46
03465736	Chanda	Kong	06/04/02	46
03475016	Song	Taing	08/03/02	46
03479077	Khammoune	Panya	09/07/02	46
03485151	Susie	Soeun	09/16/02	46
03487016	Diana	Phanthavong	10/23/02	46
03480962	Chea	Theng	11/18/02	46

UNWARRANTED AND EXCESSIVE FIRST SPINE PATIENT VISITS				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>TOTAL VISITS</u>
03490345	Rithy	Mao	12/26/02	46
03483838	Sokean	Phlong	02/14/03	46
03505976	Keo	Kothpratoum	06/28/03	46
03513997	Vongdeane	Khiaosoth	10/27/03	46
03533438	Michael	Inthabane	01/19/04	46
03536789	Savy	Vong	03/16/04	46
03459630	Hun	Hum	11/26/01	46
03459630	Tuy	Pei	11/26/01	46
03470133	Rochenna	Sim	04/19/02	46
03418795	Punlork	Sar	02/11/01	47
03445147	Phamaro	Uong	05/10/01	47
03456762	Pamela	Nou	09/06/01	47
03456762	Saroeun	Hou	09/06/01	47
03467477	Samnang	San	02/07/02	47
03465736	Chhang	Kang	06/04/02	47
03465736	Phala	Phoun	06/04/02	47
03486647	Vich	Lam	10/16/02	47
03481235	Sally	Kong	11/27/02	47
03505976	Vanta	Phanthanousinh	06/28/03	47
03510448	Samnang	Sok	07/26/03	47
03508820	Linda	Nuth	08/12/03	47
03508820	Kimsat	Nuth	08/12/03	47
03513997	Chareth	Rath	10/27/03	47
03532767	Demetri	Molina	01/10/04	47
03504357	Sokhon	Sem	06/03/03	47
03379614	Nikki	Kim	10/21/98	48
03381790	Sophalla	Chum	12/14/98	48
03445338	Ratha	So	05/16/01	48
03461410	Sarath	Ros	01/15/02	48
03462771	Phaectra	So	02/24/02	48
03468665	Sitha	Mam	03/15/02	48
03468725	Phoeun	Sam	03/18/02	48
03469203	Rick (Kimsat)	Ban	03/29/02	48
03474153	Phyrun	Chhim	07/18/02	48
03449560	Morn	Samith	10/05/02	48
03513997	Kristina	Rath	10/27/03	48
03511086	Morn	Samith	09/18/03	48
03511086	Thea	Soun	09/18/03	48
03341477	Phally	Lang	10/29/99	49
03442397	Thanh	Som	02/17/01	49

UNWARRANTED AND EXCESSIVE FIRST SPINE PATIENT VISITS				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>TOTAL VISITS</u>
03419107	Khawaii	Sok	02/18/01	49
03445338	Phyrun	Chhim	05/16/01	49
03411511	Sareth	Nuon	05/22/01	49
03468665	Samnang	Ngeth	03/15/02	49
03462771	Cheatra	So	02/24/02	50
03504615	Vanneck	Chea	06/07/03	50
03381790	Sokcheath	Prak	12/14/98	51
03381790	Sophaly	Chum	12/14/98	51
03504615	Kimsan	Mom	06/07/03	51
03510448	Kim	Sambath	07/26/03	51
03482803	Thaverei	Veuk	01/21/03	52
03467477	Pholla	Long	02/07/02	53
03482803	Sareth	Veuk	01/21/03	53
03468665	Sitha	Ngeth	03/15/02	61

**EXHIBIT 6**

<b>CPT UPCODING INITIAL EXAM</b>				
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DATE OF LOSS</u></b>	<b><u>CPT CODE</u></b>
03415449	Roth	Khim	11/25/00	99204
03419107	Sareth	Heang	02/18/01	99204
03445147	Phamaro	Uong	05/10/01	99204
03445702	Michael	Pho	05/28/01	99204
03411511	Sareth	Nuon	05/22/01	99204
03448910	Sunnak	Chiv	08/14/01	99204
03448910	Vandary	Seng	08/14/01	99204
03448910	Muth	Seng	08/14/01	99204
03448910	Sivinary	Seng	08/14/01	99204
03456762	Pamela	Nou	09/06/01	99204
03456832	Dalin	Ou	09/08/01	99204
03456832	Michael	Soum	09/08/01	99204
03457313	Tim	Ouen	09/22/01	99204
03459630	It	Toun	11/26/01	99204
03461410	Sarath	Ros	01/15/02	99204
03467477	Pholla	Long	02/07/02	99204
03467477	Volak	Neang	02/07/02	99204
03462771	Cheatra	So	02/24/02	99204
03469203	Rick (Kimsat)	Ban	03/29/02	99204
03469203	At	Ban	03/29/02	99204
03469371	Savan	Vat	04/04/02	99204
03469510	Sokhan	Bum	04/07/02	99204
03464524	Melody	Seng	04/23/02	99204
03470133	Bunkeath	Meng	04/19/02	99204
03470133	Rochenna	Sim	04/19/02	99204
03464524	Jerry	Seng	04/23/02	99204
03464524	Mom	Sok	04/23/02	99204
03465736	Chanda	Kong	06/04/02	99204
03465736	Chhang	Kang	06/04/02	99204
03473966	Diane	Melo	07/15/02	99204
03474153	Phyrun	Chhim	07/18/02	99204
03475016	Song	Taing	08/03/02	99204
03479077	Khammoune	Panya	09/07/02	99204
03479077	Kongkeo	Phomhipak	09/07/02	99204
03485151	Ron	Phay	09/16/02	99204
03485151	Susie	Soeun	09/16/02	99204
03486571	Sovanna	Uy	09/18/02	99204
03486571	Lath	Uy	09/18/02	99204
03485991	Ly	Chan	10/02/02	99204

CPT UPCODING INITIAL EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>CPT CODE</u>
03485991	Pheakdey	Sok	10/02/02	99204
03449560	Morn	Samith	10/05/02	99204
03486642	Den	Tith	10/16/02	99204
03486647	Vich	Lam	10/16/02	99204
03486795	Savonn	Yonn	10/19/02	99204
03420777	Khen	Khut	04/01/01	99204
03459630	Hun	Hum	11/26/01	99204
03459630	Jim	Bun	11/26/01	99204
03459630	Tuy	Pei	11/26/01	99204
03326411	Hang	Tran	01/09/98	99205
03326411	Nguyet	Nguyen	01/09/98	99205
03374831	Sokea	Un	07/18/98	99205
03374831	Saroeun	Sim	07/18/98	99205
03374831	Saroeut	Roum	07/18/98	99205
03374831	Sendy	Un	07/18/98	99205
03331518	Tut	Hok	09/11/98	99205
03379614	Nikki	Kim	10/21/98	99205
03381790	Sokcheath	Prak	12/14/98	99205
03381790	Sophalla	Chum	12/14/98	99205
03381790	Sophaly	Chum	12/14/98	99205
03421674	April	Thanongsinh	01/08/99	99205
03425856	Oeun	Tim	05/16/99	99205
03425856	Timmy	Tim	05/16/99	99205
03425232	Emmy	Vann	04/25/99	99205
03425232	Naravuth	Mak	04/25/99	99205
03425232	Narayuth	Mak	04/25/99	99205
03425232	Sandy	Mak	04/25/99	99205
03341477	Phally	Lang	10/29/99	99205
03432698	Peou	Ing	11/09/99	99205
03438972	Angela	Mejia	01/14/00	99205
03438972	Juan	Disla	01/14/00	99205
03436611	Lan	Lim	02/19/00	99205
03439611	Sokhan	Yang	05/19/00	99205
03440595	Sarin	Chhay	06/15/00	99205
03447628	Samnang	Ngeth	06/25/00	99205
03447628	Veasna	Ngeth	06/25/00	99205
03391026	Uyen	Le	07/26/00	99205
03392271	Radet	Yem	08/29/00	99205
03413857	Dou	Narith	08/30/00	99205
03402742	Sacha	Tang	09/08/00	99205

CPT UPCODING INITIAL EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>CPT CODE</u>
03402742	Viphearea	Srey	09/08/00	99205
03402742	Wilson	Douangchack	09/08/00	99205
03403606	Margarita	Pina	10/06/00	99205
03414287	Doeun	Uy	10/25/00	99205
03414660	Ouk	Ti	11/01/00	99205
03414287	Knamsing	Khammanivong	10/25/00	99205
03415264	Bin	Suon	11/18/00	99205
03415264	Ngeth	Soeung	11/18/00	99205
03415524	Eath	Keo	11/26/00	99205
03415760	Savy	Moun	11/26/00	99205
03415432	Sarath	Bou	11/25/00	99205
03415524	Sophoeun	Kong	11/26/00	99205
03415432	Sarunn	Vorn	11/25/00	99205
03417806	Nhem	Ngeth	01/20/01	99205
03417806	Hoeurn	Men	01/20/01	99205
03418795	Lysabad	Bo	02/11/01	99205
03418795	Punlork	Sar	02/11/01	99205
03418795	Samantha	Mao	02/11/01	99205
03418795	Samban	Bo	02/11/01	99205
03418795	Sambath	Bo	02/11/01	99205
03418795	Sambun	Sar	02/11/01	99205
03418926	Nikki	Kim	02/13/01	99205
03442397	Thanh	Som	02/17/01	99205
03419107	Cang	Keo	02/18/01	99205
03419107	Khawaii	Sok	02/18/01	99205
03419107	Kim	Neang	02/18/01	99205
03408504	Samnang	Khut	02/23/01	99205
03408504	Kevin	Meas	02/23/01	99205
03444156	Anirut	Khuanphat	03/06/01	99205
03420777	Sart	Sok	04/01/01	99205
03420810	Bin	Real	04/02/01	99205
03420810	Nickie	Phan	04/02/01	99205
03420777	Oeun	Men	04/01/01	99205
03445147	Sophea	Um	05/10/01	99205
03445338	Phyrun	Chhim	05/16/01	99205
03445338	Ratha	So	05/16/01	99205
03448741	Katie	Duong	08/06/01	99205
03456762	Saroeun	Hou	09/06/01	99205
03457321	Sunnhak	Chiv	09/21/01	99205
03461410	Bunthy	Chantha	01/15/02	99205

CPT UPCODING INITIAL EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>CPT CODE</u>
03467194	Paul	Taylor	01/30/02	99205
03467477	Samnang	San	02/07/02	99205
03462436	Ry	Chhaim	02/13/02	99205
03462436	Sar	Chhean	02/13/02	99205
03439668	Veun	Long	05/22/00	99205
03467477	Sophinnary	Ung	02/07/02	99205
03468665	Samnang	Ngeth	03/15/02	99205
03468665	Sitha	Mam	03/15/02	99205
03468665	Sitha	Ngeth	03/15/02	99205
03468725	Krapomroth	Khim	03/18/02	99205
03468725	Phoeun	Sam	03/18/02	99205
03468725	Sophay	Porth	03/18/02	99205
03469757	Khon	Lay	04/15/02	99205
03465736	Phala	Phoun	06/04/02	99205

CPT UPCODING RE-EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>R.E. CODE</u>
03438972	Angela	Mejia	01/14/00	99214
03415264	Ngeth	Soeung	11/18/00	99214
03420810	Nickie	Phan	04/02/01	99214
03467477	Pholla	Long	02/07/02	99214
03439668	Veun	Long	05/22/00	99214
03469757	Khon	Lay	04/15/02	99214
03464524	Jerry	Seng	04/23/02	99214
03464524	Mom	Sok	04/23/02	99214
03479077	Kongkeo	Phomhipak	09/07/02	99214
03485151	Ron	Phay	09/16/02	99214
03485151	Susie	Soeun	09/16/02	99214
03486571	Lath	Uy	09/18/02	99214
03485991	Ly	Chan	10/02/02	99214
03485991	Pheakdey	Sok	10/02/02	99214
03449560	Morn	Samith	10/05/02	99214
03486642	Den	Tith	10/16/02	99214
03486647	Vich	Lam	10/16/02	99214
03480962	Chea	Theng	11/18/02	99214
03481235	Sally	Kong	11/27/02	99214
03481654	Mao	Ngeth	12/13/02	99214
03481654	Nhoeun	Hem	12/13/02	99214

CPT UPCODING RE-EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>R.E. CODE</u>
03481722	Sarom	Him	12/12/02	99214
03482803	Thaverei	Veuk	01/21/03	99214
03482803	Sareth	Veuk	01/21/03	99214
03483246	Phath	Sim	02/07/03	99214
03483838	Sokean	Phlong	02/14/03	99214
03483838	Brandon	Ouer	02/14/03	99214
03504615	Kimsan	Mom	06/07/03	99214
03510448	Samnang	Sok	07/26/03	99214
03510448	Sophannara	Eang	07/26/03	99214
03508820	Katherine	Mam	08/12/03	99214
03508820	Linda	Nuth	08/12/03	99214
03508820	Kimsat	Nuth	08/12/03	99214
03513997	Chareth	Rath	10/27/03	99214
03513997	Kristina	Rath	10/27/03	99214
03513997	Saleen	Phan	10/27/03	99214
03530556	Ken	Truong	12/10/03	99214
03532767	Demetri	Molina	01/10/04	99214
03532767	Roberto	Delvalle	01/10/04	99214
03532353	Pat	Song	01/03/04	99214
03533438	Michael	Inthabane	01/19/04	99214
03536789	Savy	Vong	03/16/04	99214
03540127	Sam	Sok	05/14/04	99214
03532767	Alma	Carrasquillo	01/10/04	99214
03504357	Sokhon	Sem	06/03/03	99214
03511086	Morn	Samith	09/18/03	99214
03415432	Sophal	Phan	11/25/00	99214
03487016	Rida	Chum	10/23/02	99214
03487193	Sakun	Sam	10/26/02	99214
03500338	Jimmy	Rom	03/24/03	99214
03500338	John	Rom	03/24/03	99214
03500338	Kong	Liv	03/24/03	99214
03500623	Channak	Phal	03/28/03	99214
03506013	Sokunthea	Eang	06/12/03	99214
03505976	Keo	Kothpratoum	06/28/03	99214
03505976	Vanta	Phanthanousinh	06/28/03	99214
03506712	John	Rom	07/11/03	99214
03506712	Liv	Kong	07/11/03	99214
03514331	Chhat	Phim	11/07/03	99214
03425856	Oeun	Tim	05/16/99	99215
03459630	Tuy	Pei	11/26/01	99215



CPT UPCODING RE-EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>R.E. CODE</u>
03381790	Sophalla	Chum	12/14/98	99214
03425232	Emmy	Vann	04/25/99	99214
03425232	Narayuth	Mak	04/25/99	99214
03341477	Phally	Lang	10/29/99	99214
03438972	Angela	Mejia	01/14/00	99214
03438972	Juan	Disla	01/14/00	99214
03439611	Sokhan	Yang	05/19/00	99214
03391026	Uyen	Le	07/26/00	99214
03392271	Radet	Yem	08/29/00	99214
03402742	Sacha	Tang	09/08/00	99214
03402742	Viphearea	Srey	09/08/00	99214
03414287	Doeun	Uy	10/25/00	99214
03414660	Ouk	Ti	11/01/00	99214
03414287	Knamsing	Khammanivong	10/25/00	99214
03415524	Eath	Keo	11/26/00	99214
03415760	Savy	Moun	11/26/00	99214
03415432	Sarunn	Vorn	11/25/00	99214
03415449	Roth	Khim	11/25/00	99214
03417806	Nhem	Ngeth	01/20/01	99214
03417806	Hoeurn	Men	01/20/01	99214
03442397	Thanh	Som	02/17/01	99214
03419107	Cang	Keo	02/18/01	99214
03419107	Khawaii	Sok	02/18/01	99214
03419107	Kim	Neang	02/18/01	99214
03444156	Anirut	Khuanphat	03/06/01	99214
03420777	Sart	Sok	04/01/01	99214
03420777	Oeun	Men	04/01/01	99214
03445147	Phamaro	Uong	05/10/01	99214
03445147	Sophea	Um	05/10/01	99214
03445338	Phyrun	Chhim	05/16/01	99214
03445338	Ratha	So	05/16/01	99214
03411511	Sareth	Nuon	05/22/01	99214
03448910	Vandary	Seng	08/14/01	99214
03456762	Pamela	Nou	09/06/01	99214
03456762	Saroeun	Hou	09/06/01	99214
03456832	Dalin	Ou	09/08/01	99214
03456832	Michael	Soum	09/08/01	99214
03457321	Sunnhak	Chiv	09/21/01	99214
03459630	It	Toun	11/26/01	99214
03467477	Samnang	San	02/07/02	99214

CPT UPCODING RE-EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>R.E. CODE</u>
03462436	Sar	Chhean	02/13/02	99214
03462771	Nheop	So	02/24/02	99214
03468665	Samnang	Ngeth	03/15/02	99214
03468665	Sitha	Mam	03/15/02	99214
03468665	Sitha	Ngeth	03/15/02	99214
03469203	Rick (Kimsat)	Ban	03/29/02	99214
03469203	At	Ban	03/29/02	99214
03470133	Bunkeath	Meng	04/19/02	99214
03470133	Rochenna	Sim	04/19/02	99214
03465736	Chanda	Kong	06/04/02	99214
03465736	Chhang	Kang	06/04/02	99214
03465736	Phala	Phoun	06/04/02	99214
03475016	Song	Taing	08/03/02	99214
03486571	Sovanna	Uy	09/18/02	99214
03487193	Sophannee	Uy	10/26/02	99214
03510448	Sophannara	Eang	07/26/03	99214
03513997	Vongdeaone	Khiasoth	10/27/03	99214
03381790	Sophaly	Chum	12/14/98	99215
03382948	Saroeun	Chhan	02/02/99	99215
03425856	Timmy	Tim	05/16/99	99215
03425232	Naravuth	Mak	04/25/99	99215
03425232	Sandy	Mak	04/25/99	99215
03436611	Lan	Lim	02/19/00	99215
03413857	Dou	Narith	08/30/00	99215
03415264	Ngeth	Soeung	11/18/00	99215
03418795	Lysabad	Bo	02/11/01	99215
03418795	Punlork	Sar	02/11/01	99215
03418795	Samantha	Mao	02/11/01	99215
03418795	Samban	Bo	02/11/01	99215
03418795	Sambath	Bo	02/11/01	99215
03418795	Sambun	Sar	02/11/01	99215
03418926	Nikki	Kim	02/13/01	99215
03408504	Kevin	Meas	02/23/01	99215
03420810	Bin	Real	04/02/01	99215
03420810	Nickie	Phan	04/02/01	99215
03448910	Muth	Seng	08/14/01	99215
03448910	Sivinary	Seng	08/14/01	99215
03461410	Sarath	Ros	01/15/02	99215
03462771	Paulika	So	02/24/02	99215
03462771	Phaectra	So	02/24/02	99215

CPT UPCODING RE-EXAM				
<u>CLAIM NUMBER</u>	<u>CLAIMANT FIRST NAME</u>	<u>CLAIMANT LAST NAME</u>	<u>DATE OF LOSS</u>	<u>R.E. CODE</u>
03462771	Savuth	Phan	02/24/02	99215
03468725	Krapomroth	Khim	03/18/02	99215
03468725	Phoeun	Sam	03/18/02	99215
03468725	Sophay	Porth	03/18/02	99215
03469757	Khon	Lay	04/15/02	99215
03464524	Melody	Seng	04/23/02	99215
03464524	Jerry	Seng	04/23/02	99215
03464524	Mom	Sok	04/23/02	99215
03504615	Vanneck	Chea	06/07/03	99215
03505976	Keo	Kothpratoum	06/28/03	99215
03505976	Vanta	Phanthanousinh	06/28/03	99215
03510448	Kim	Sambath	07/26/03	99215
03510448	Samnang	Sok	07/26/03	99215
03508820	Katherine	Mam	08/12/03	99215
03513997	Chareth	Rath	10/27/03	99215
03513997	Kristina	Rath	10/27/03	99215
03530556	Ken	Truong	12/10/03	99215
03532767	Demetri	Molina	01/10/04	99215
03532353	Pat	Song	01/03/04	99215
03504357	Sokhon	Sem	06/03/03	99215
03415432	Sophal	Phan	11/25/00	99215

**EXHIBIT 7**

<b><u>MEDICAL BILLS EXCEED TORT THRESHOLD</u></b>				
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DOL</u></b>	<b><u>AMOUNT BILLED</u></b>
03448910	Sivinary	Seng	08/14/01	\$2,110.00
03425232	Sandy	Mak	04/25/99	\$2,135.00
03448910	Muth	Seng	08/14/01	\$2,145.00
03506013	Sokunthea	Eang	06/12/03	\$2,175.00
03486795	Savonn	Yonn	10/19/02	\$2,195.00
03425232	Naravuth	Mak	04/25/99	\$2,320.00
03469371	Savan	Vat	04/04/02	\$2,330.00
03486571	Lath	Uy	09/18/02	\$2,347.00
03480962	Chea	Theng	11/18/02	\$2,430.00
03486571	Sovanna	Uy	09/18/02	\$2,450.00
03465736	Chanda	Kong	06/04/02	\$2,475.00
03415264	Bin	Suon	11/18/00	\$2,505.00
03467477	Sophinnary	Ung	02/07/02	\$2,535.00
03500623	Channak	Phal	03/28/03	\$2,535.00
03506712	John	Rom	07/11/03	\$2,570.23
03510448	Sophannara	Eang	07/26/03	\$2,640.00
03402742	Wilson	Douangchack	09/08/00	\$2,780.00
03468725	Krapomroth	Khim	03/18/02	\$2,800.00
03500338	Jimmy	Rom	03/24/03	\$2,815.00
03530556	Ken	Truong	12/10/03	\$2,870.00
03420810	Bin	Real	04/02/01	\$2,925.00
03483838	Brandon	Ouer	02/14/03	\$2,935.00
03479077	Khammoune	Panya	09/07/02	\$2,980.00
03487193	Sophannee	Uy	10/26/02	\$2,995.00
03500338	John	Rom	03/24/03	\$3,025.00
03533438	Michael	Inthabane	01/19/04	\$3,045.00
03379614	Nikki	Kim	10/21/98	\$3,095.00
03467194	Paul	Taylor	01/30/02	\$3,100.00
03420777	Oeun	Men	04/01/01	\$3,115.00
03500338	Kong	Liv	03/24/03	\$3,132.00
03403606	Margarita	Pina	10/06/00	\$3,160.00
03448741	Katie	Duong	08/06/01	\$3,180.00
03425232	Emmy	Vann	04/25/99	\$3,190.00
03432698	Peou	Ing	11/09/99	\$3,195.00
03462771	Cheatra	So	02/24/02	\$3,210.00
03418795	Samantha	Mao	02/11/01	\$3,230.00
03425232	Narayuth	Mak	04/25/99	\$3,240.00
03481654	Mao	Ngeth	12/13/02	\$3,270.00

<b><u>MEDICAL BILLS EXCEED TORT THRESHOLD</u></b>				
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DOL</u></b>	<b><u>AMOUNT BILLED</u></b>
03479077	Kongkeo	Phomhipak	09/07/02	\$3,285.00
03374831	Saroeut	Roum	07/18/98	\$3,315.00
03462771	Savuth	Phan	02/24/02	\$3,350.00
03442397	Thanh	Som	02/17/01	\$3,380.00
03415264	Ngeth	Soeung	11/18/00	\$3,385.00
03469757	Khon	Lay	04/15/02	\$3,395.00
03532767	Roberto	Delvalle	01/10/04	\$3,420.00
03513997	Saleen	Phan	10/27/03	\$3,475.00
03415432	Sopha	Phan	11/25/00	\$3,485.00
03408504	Samnang	Khut	02/23/01	\$3,505.00
03408504	Kevin	Meas	02/23/01	\$3,505.00
03418926	Nikki	Kim	02/13/01	\$3,520.00
03415449	Roth	Khim	11/25/00	\$3,535.00
03487016	Diana	Phanthavong	10/23/02	\$3,545.00
03381790	Sophaly	Chum	12/14/98	\$3,555.00
03481654	Nhoeun	Hem	12/13/02	\$3,595.00
03464524	Jerry	Seng	04/23/02	\$3,625.00
03382948	Saroeun	Chhan	02/02/99	\$3,625.00
03468725	Sophay	Porth	03/18/02	\$3,665.00
03374831	Saroeun	Sim	07/18/98	\$3,675.00
03464524	Mom	Sok	04/23/02	\$3,705.00
03514331	Chhat	Phim	11/07/03	\$3,735.00
03464524	Melody	Seng	04/23/02	\$3,745.00
03419107	Cang	Keo	02/18/01	\$3,765.00
03419107	Kim	Neang	02/18/01	\$3,765.00
03506712	Liv	Kong	07/11/03	\$3,805.00
03381790	Sophalla	Chum	12/14/98	\$3,815.00
03415760	Savy	Moun	11/26/00	\$3,820.00
03467477	Volak	Neang	02/07/02	\$3,835.00
03504357	Keath	Toch	06/03/03	\$3,850.00
03445702	Michael	Pho	05/28/01	\$3,910.00
03485991	Ly	Chan	10/02/02	\$3,910.00
03414660	Ouk	Ti	11/01/00	\$3,930.00
03473966	Diane	Melo	07/15/02	\$3,937.90
03419107	Sareth	Heang	02/18/01	\$3,945.00
03438972	Angela	Mejia	01/14/00	\$3,950.00
03420777	Sart	Sok	04/01/01	\$3,960.00
03425856	Oeun	Tim	05/16/99	\$3,979.00
03417806	Hoeurn	Men	01/20/01	\$3,990.00
03485151	Ron	Phay	09/16/02	\$4,015.00

<b><u>MEDICAL BILLS EXCEED TORT THRESHOLD</u></b>				
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DOL</u></b>	<b><u>AMOUNT BILLED</u></b>
03487016	Rida	Chum	10/23/02	\$4,015.00
03391026	Uyen	Le	07/26/00	\$4,020.00
03331518	Tut	Hok	09/11/98	\$4,025.00
03504615	Kimsan	Mom	06/07/03	\$4,030.00
03438972	Juan	Disla	01/14/00	\$4,032.00
03415432	Sarath	Bou	11/25/00	\$4,035.00
03420810	Nickie	Phan	04/02/01	\$4,050.00
03420777	Khen	Khut	04/01/01	\$4,055.00
03448910	Vandary	Seng	08/14/01	\$4,070.00
03418795	Sambath	Bo	02/11/01	\$4,075.00
03444156	Anirut	Khuanphat	03/06/01	\$4,100.00
03402742	Viphearea	Srey	09/08/00	\$4,105.00
03418795	Punlork	Sar	02/11/01	\$4,125.00
03418795	Samban	Bo	02/11/01	\$4,125.00
03402742	Sacha	Tang	09/08/00	\$4,130.00
03447628	Veasna	Ngeth	06/25/00	\$4,130.00
03445147	Sophea	Um	05/10/01	\$4,145.00
03381790	Sokcheath	Prak	12/14/98	\$4,165.00
03445147	Phamaro	Uong	05/10/01	\$4,175.00
03341477	Phally	Lang	10/29/99	\$4,220.00
03468725	Phoeun	Sam	03/18/02	\$4,230.00
03418795	Lysabad	Bo	02/11/01	\$4,245.00
03374831	Sokea	Un	07/18/98	\$4,250.00
03439668	Veun	Long	05/22/00	\$4,260.00
03439611	Sokhan	Yang	05/19/00	\$4,265.00
03436611	Lan	Lim	02/19/00	\$4,270.00
03417806	Nhem	Ngeth	01/20/01	\$4,275.00
03462771	Paulika	So	02/24/02	\$4,280.00
03447628	Samnang	Ngeth	06/25/00	\$4,285.00
03415524	Sophoeun	Kong	11/26/00	\$4,290.00
03392271	Radet	Yem	08/29/00	\$4,295.00
03513997	Chareth	Rath	10/27/03	\$4,295.00
03415524	Eath	Keo	11/26/00	\$4,300.00
03532767	Alma	Carrasquillo	01/10/04	\$4,310.00
03504357	Channara	Dam	06/03/03	\$4,325.00
03418795	Sambun	Sar	02/11/01	\$4,345.00
03483246	Phath	Sim	02/07/03	\$4,345.00
03511086	Morn	Samith	09/18/03	\$4,365.00
03481722	Sarom	Him	12/12/02	\$4,415.00
03457321	Sunnhak	Chiv	09/21/01	\$4,430.00

<b><u>MEDICAL BILLS EXCEED TORT THRESHOLD</u></b>				
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DOL</u></b>	<b><u>AMOUNT BILLED</u></b>
03462436	Ry	Chhaim	02/13/02	\$4,460.00
03481235	Sally	Kong	11/27/02	\$4,465.00
03485151	Susie	Soeun	09/16/02	\$4,470.00
03540127	Sam	Sok	05/14/04	\$4,470.00
03504357	Sokkhoeun	Sem	06/03/03	\$4,515.00
03511086	Thea	Soun	09/18/03	\$4,520.00
03485991	Pheakdey	Sok	10/02/02	\$4,525.00
03456832	Dalin	Ou	09/08/01	\$4,535.00
03413857	Dou	Narith	08/30/00	\$4,580.00
03419107	Khawaii	Sok	02/18/01	\$4,580.00
03411511	Sareth	Nuon	05/22/01	\$4,585.00
03445338	Ratha	So	05/16/01	\$4,595.00
03504357	Chantha	Sem	06/03/03	\$4,595.00
03445338	Phyrun	Chhim	05/16/01	\$4,610.00
03483838	Sokean	Phlong	02/14/03	\$4,625.00
03456762	Saroeun	Hou	09/06/01	\$4,635.00
03532353	Pat	Song	01/03/04	\$4,635.00
03456832	Michael	Soum	09/08/01	\$4,660.00
03456762	Pamela	Nou	09/06/01	\$4,695.00
03490345	Rithy	Mao	12/26/02	\$4,705.00
03505976	Vanta	Phanthanousinh	06/28/03	\$4,705.00
03486647	Vich	Lam	10/16/02	\$4,715.00
03486642	Den	Tith	10/16/02	\$4,765.00
03532767	Demetri	Molina	01/10/04	\$4,765.00
03468665	Samnang	Ngeth	03/15/02	\$4,770.00
03474153	Phyrun	Chhim	07/18/02	\$4,802.90
03510448	Samnang	Sok	07/26/03	\$4,815.00
03465736	Phala	Phoun	06/04/02	\$4,855.00
03468665	Sitha	Ngeth	03/15/02	\$4,870.00
03469203	Rick (Kimsat)	Ban	03/29/02	\$4,890.00
03504357	Sokhon	Sem	06/03/03	\$4,890.00
03487193	Sakun	Sam	10/26/02	\$4,905.00
03468665	Sitha	Mam	03/15/02	\$4,915.00
03465736	Chhang	Kang	06/04/02	\$4,928.00
03449560	Morn	Samith	10/05/02	\$4,935.00
03482803	Sareth	Veuk	01/21/03	\$4,965.00
03505976	Keo	Kothpratoum	06/28/03	\$4,985.00
03470133	Bunkeath	Meng	04/19/02	\$4,990.00
03461410	Sarath	Ros	01/15/02	\$4,995.00
03459630	It	Toun	11/26/01	\$5,000.00

<b><u>MEDICAL BILLS EXCEED TORT THRESHOLD</u></b>				
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DOL</u></b>	<b><u>AMOUNT BILLED</u></b>
03504357	Sokha	Sem	06/03/03	\$5,020.00
03508820	Katherine	Mam	08/12/03	\$5,055.00
03470133	Rochenna	Sim	04/19/02	\$5,095.00
03536789	Savy	Vong	03/16/04	\$5,120.00
03461410	Bunthy	Chantha	01/15/02	\$5,160.00
03467477	Samnang	San	02/07/02	\$5,185.00
03459630	Jim	Bun	11/26/01	\$5,195.00
03462436	Sar	Chhean	02/13/02	\$5,200.00
03504615	Vanneck	Chea	06/07/03	\$5,245.00
03459630	Tuy	Pei	11/26/01	\$5,250.00
03459630	Hun	Hum	11/26/01	\$5,260.00
03508820	Linda	Nuth	08/12/03	\$5,280.00
03469203	At	Ban	03/29/02	\$5,385.00
03510448	Kim	Sambath	07/26/03	\$5,525.00
03475016	Song	Taing	08/03/02	\$5,544.00
03462771	Phaectra	So	02/24/02	\$5,560.00
03467477	Pholla	Long	02/07/02	\$5,645.00
03482803	Thaverei	Veuk	01/21/03	\$5,795.00



**EXHIBIT 8**

<b>FRAUDULENT RE-EXAMS</b>								
<b>CLAIM NUMBER</b>	<b>CLAIMANT FIRST NAME</b>	<b>CLAIMANT LAST NAME</b>	<b>DATE OF LOSS</b>	<b>INITIAL EXAM</b>	<b>RE-EXAM #1</b>	<b>RE-EXAM #2</b>	<b>DAYS BETWEEN D.O.I.E. &amp; D.O.R.E. #1</b>	<b>DAYS BETWEEN D.O.R.E. #1 &amp; D.O.R.E. #2</b>
03374831	Sokea	Un	07/18/98	07/22/98	09/24/98	11/02/98	63	38
03374831	Saroeun	Sim	07/18/98	07/22/98	08/31/98	N/A	39	N/A
03374831	Saroeut	Roum	07/18/98	07/22/98	09/01/98	10/23/98	40	51
03374831	Sendy	Un	07/18/98	07/22/98	09/15/98	09/30/98	54	14
03331518	Tut	Hok	09/11/98	09/16/98	11/03/98	12/16/98	47	42
03379614	Nikki	Kim	10/21/98	10/26/98	11/23/98	12/29/98	27	35
03381790	Sokcheath	Prak	12/14/98	12/17/98	01/20/99	02/11/99	33	21
03381790	Sophalla	Chum	12/14/98	12/17/98	01/25/99	03/15/99	38	48
03381790	Sophaly	Chum	12/14/98	12/17/98	01/25/99	05/17/99	38	111
03382948	Saroeun	Chhan	02/02/99	02/04/99	03/08/99	06/23/99	31	106
03425856	Oeun	Tim	05/16/99	05/17/99	08/11/99	09/20/99	85	39
03425856	Timmy	Tim	05/16/99	05/17/99	06/24/99	08/10/99	37	46
03425232	Emmy	Vann	04/25/99	07/01/99	08/19/99	10/06/99	48	47
03425232	Naravuth	Mak	04/25/99	07/01/99	08/10/99	09/27/99	39	47
03425232	Narayuth	Mak	04/25/99	07/01/99	08/10/99	09/27/99	39	47
03425232	Sandy	Mak	04/25/99	07/01/99	08/10/99	09/08/99	39	28
03341477	Phally	Lang	10/29/99	11/01/99	12/13/99	02/01/00	41	49
03432698	Peou	Ing	11/09/99	11/11/99	12/14/99	N/A	32	N/A
03438972	Angela	Mejia	01/14/00	01/17/00	02/23/00	04/10/00	36	46
03438972	Juan	Disla	01/14/00	01/17/00	02/21/00	04/05/00	34	43
03436611	Lan	Lim	02/19/00	02/22/00	03/22/00	05/31/00	28	69
03439611	Sokhan	Yang	05/19/00	05/23/00	06/26/00	08/14/00	33	48
03447628	Samnang	Ngeth	06/25/00	06/28/00	07/27/00	09/05/00	28	39
03447628	Veasna	Ngeth	06/25/00	06/28/00	08/01/00	09/21/00	33	50
03391026	Uyen	Le	07/26/00	07/27/00	08/30/00	10/18/00	33	48
03392271	Radet	Yem	08/29/00	08/31/00	10/26/00	02/12/01	55	108
03413857	Dou	Narith	08/30/00	09/11/00	10/17/00	01/15/01	35	89
03402742	Sacha	Tang	09/08/00	09/25/00	10/30/00	02/14/01	34	106
03402742	Viphearea	Srey	09/08/00	09/25/00	11/01/00	12/06/00	36	34
03402742	Wilson	Douangchack	09/08/00	09/25/00	11/02/00	N/A	37	N/A
03403606	Margarita	Pina	10/06/00	10/10/00	11/20/00	02/16/01	40	87
03414287	Doeun	Uy	10/25/00	11/06/00	12/26/00	02/26/01	49	61
03414660	Ouk	Ti	11/01/00	11/08/00	02/26/00	03/03/01	109	370
03414287	Knamsing	Khammanivon	10/25/00	11/08/00	12/26/00	03/15/01	47	78
03415264	Bin	Suon	11/18/00	11/18/00	01/02/01	N/A	44	N/A
03415264	Ngeth	Soeung	11/18/00	11/18/00	02/08/01	03/19/01	81	38
03415524	Eath	Keo	11/26/00	11/24/00	03/09/01	05/17/01	104	68
03415760	Savy	Moun	11/26/00	11/27/00	01/25/01	03/19/01	58	52
03415432	Sarath	Bou	11/25/00	11/27/00	01/23/01	03/22/01	56	57
03415432	Sophal	Phan	11/25/00	11/27/00	04/02/01	06/07/01	125	65
03415524	Sophoeun	Kong	11/26/00	11/29/00	03/08/01	04/17/01	98	39
03415432	Sarunn	Vorn	11/25/00	11/29/00	01/25/01	03/26/01	56	59
03415449	Roth	Khim	11/25/00	12/11/00	01/22/01	04/23/01	41	90
03417806	Nhem	Ngeth	01/20/01	01/24/01	02/26/01	04/09/01	32	41

<b>FRAUDULENT RE-EXAMS</b>								
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DATE OF LOSS</u></b>	<b><u>INITIAL EXAM</u></b>	<b><u>RE-EXAM #1</u></b>	<b><u>RE-EXAM #2</u></b>	<b><u>DAYS BETWEEN D.O.I.E. &amp; D.O.R.E. #1</u></b>	<b><u>DAYS BETWEEN D.O.R.E. #1 &amp; D.O.R.E. #2</u></b>
03417806	Hoeurn	Men	01/20/01	01/24/01	02/26/01	04/09/01	32	41
03418795	Lysabad	Bo	02/11/01	02/12/01	03/19/01	06/07/01	34	79
03418795	Punlork	Sar	02/11/01	02/12/01	03/14/01	06/18/01	29	95
03418795	Samantha	Mao	02/11/01	02/12/01	03/19/01	04/23/01	34	34
03418795	Samban	Bo	02/11/01	02/12/01	03/14/01	05/29/01	29	75
03418795	Sambath	Bo	02/11/01	02/12/01	03/19/01	06/12/01	34	84
03418795	Sambun	Sar	02/11/01	02/12/01	03/14/01	06/04/01	29	81
03418926	Nikki	Kim	02/13/01	02/13/01	03/30/01	05/31/01	44	61
03442397	Thanh	Som	02/17/01	02/19/01	03/21/01	05/08/01	29	47
03419107	Sareth	Heang	02/18/01	02/21/01	03/26/01	N/A	32	N/A
03419107	Cang	Keo	02/18/01	02/21/01	03/26/01	05/10/01	32	44
03419107	Khawaii	Sok	02/18/01	02/21/01	03/26/01	05/22/01	32	56
03419107	Kim	Neang	02/18/01	02/21/01	03/26/01	05/09/01	32	43
03408504	Samnang	Khut	02/23/01	02/28/01	04/12/01	N/A	42	N/A
03408504	Kevin	Meas	02/23/01	02/28/01	04/10/01	07/10/01	40	90
03444156	Anirut	Khuanphat	03/06/01	03/07/01	04/11/01	05/31/01	34	49
03420777	Sart	Sok	04/01/01	04/04/01	05/21/01	06/28/01	46	37
03420810	Bin	Real	04/02/01	04/10/01	05/17/01	08/01/01	36	75
03420810	Nickie	Phan	04/02/01	04/10/01	06/28/01	07/30/01	78	31
03420777	Oeun	Men	04/01/01	04/12/01	05/07/01	05/22/01	24	14
03445147	Phamaro	Uong	05/10/01	05/14/01	06/14/01	07/25/01	30	40
03445147	Sopheha	Um	05/10/01	05/14/01	06/21/01	08/15/01	37	54
03445338	Phyrun	Chhim	05/16/01	05/21/01	07/09/01	08/20/01	48	41
03445338	Ratha	So	05/16/01	05/22/01	07/27/01	10/01/01	65	65
03445702	Michael	Pho	05/28/01	05/29/01	06/26/01	08/06/01	27	40
03411511	Sareth	Nuon	05/22/01	05/29/01	07/02/01	08/08/01	33	36
03448741	Katie	Duong	08/06/01	08/08/01	09/18/01	11/26/01	40	68
03448910	Vandary	Seng	08/14/01	08/15/01	09/18/01	10/29/01	33	40
03448910	Muth	Seng	08/14/01	08/15/01	09/18/01	12/03/01	33	75
03448910	Sivinary	Seng	08/14/01	08/15/01	09/18/01	12/03/01	33	75
03456762	Pamela	Nou	09/06/01	09/10/01	10/11/01	11/20/01	30	39
03456762	Saroeun	Hou	09/06/01	09/10/01	10/11/01	12/11/01	30	60
03456832	Dalin	Ou	09/08/01	09/10/01	10/15/01	11/27/01	34	42
03456832	Michael	Soum	09/08/01	09/10/01	10/23/01	12/12/01	42	49
03457321	Sunnhak	Chiv	09/21/01	09/25/01	10/30/01	12/19/01	34	49
03459630	It	Toun	11/26/01	11/28/01	01/31/02	02/20/02	63	19
03459630	Tuy	Pei	11/26/01	11/28/01	03/14/02	N/A	105	N/A
03461410	Bunthy	Chantha	01/15/02	01/16/02	03/05/02	N/A	47	N/A
03461410	Sarath	Ros	01/15/02	01/16/02	03/05/02	06/10/02	47	96
03467194	Paul	Taylor	01/30/02	02/06/02	03/13/02	N/A	34	N/A
03467477	Pholla	Long	02/07/02	02/11/02	04/30/02	07/15/02	77	75
03467477	Samnang	San	02/07/02	02/11/02	03/12/02	04/29/02	28	47
03467477	Volak	Neang	02/07/02	02/12/02	03/13/02	N/A	28	N/A
03462436	Ry	Chhaim	02/13/02	02/14/02	03/20/02	N/A	33	N/A
03462436	Sar	Chhean	02/13/02	02/14/02	03/19/02	04/30/02	32	41
03439668	Veun	Long	05/22/00	05/22/00	07/05/00	08/22/00	43	47

<b>FRAUDULENT RE-EXAMS</b>								
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DATE OF LOSS</u></b>	<b><u>INITIAL EXAM</u></b>	<b><u>RE-EXAM #1</u></b>	<b><u>RE-EXAM #2</u></b>	<b><u>DAYS BETWEEN D.O.I.E. &amp; D.O.R.E. #1</u></b>	<b><u>DAYS BETWEEN D.O.R.E. #1 &amp; D.O.R.E. #2</u></b>
03462771	Cheatra	So	02/24/02	02/26/02	04/02/02	N/A	34	N/A
03462771	Nheop	So	02/24/02	02/26/02	04/02/02	05/15/02	34	42
03462771	Paulika	So	02/24/02	02/26/02	04/01/02	06/25/02	33	84
03462771	Phaetra	So	02/24/02	02/26/02	04/01/02	07/02/02	33	91
03462771	Savuth	Phan	02/24/02	02/27/02	04/02/02	06/06/02	33	64
03467477	Sophinnary	Ung	02/07/02	03/12/02	04/25/02	N/A	43	N/A
03468665	Samnang	Ngeth	03/15/02	03/19/02	04/23/02	06/11/02	34	48
03468665	Sitha	Mam	03/15/02	03/19/02	04/22/02	06/03/02	33	41
03468665	Sitha	Ngeth	03/15/02	03/19/02	04/22/02	06/03/02	33	41
03468725	Krapomroth	Khim	03/18/02	03/19/02	05/06/02	08/22/02	47	107
03468725	Phoeun	Sam	03/18/02	03/19/02	05/02/02	08/13/02	43	102
03468725	Sophay	Porth	03/18/02	03/19/02	04/24/02	07/22/02	35	88
03469203	Rick (Kimsat)	Ban	03/29/02	04/01/02	05/01/02	06/12/02	29	41
03469203	At	Ban	03/29/02	04/01/02	05/07/02	06/28/02	35	51
03469371	Savan	Vat	04/04/02	04/08/02	06/26/02	N/A	78	N/A
03469757	Khon	Lay	04/15/02	04/18/02	07/10/02	08/05/02	82	25
03464524	Melody	Seng	04/23/02	04/20/02	06/03/02	07/22/02	43	48
03470133	Bunkeath	Meng	04/19/02	04/22/02	05/23/02	07/03/02	30	40
03470133	Rochenna	Sim	04/19/02	04/22/02	05/31/02	07/03/02	38	32
03464524	Jerry	Seng	04/23/02	04/30/02	06/03/02	07/11/02	33	37
03464524	Mom	Sok	04/23/02	04/30/02	06/03/02	07/24/02	33	50
03465736	Chanda	Kong	06/04/02	06/07/02	07/17/02	08/27/02	39	40
03465736	Chhang	Kang	06/04/02	06/07/02	07/11/02	08/20/02	33	39
03465736	Phala	Phoun	06/04/02	06/07/02	07/11/02	08/20/02	33	39
03473966	Diane	Melo	07/15/02	07/17/02	08/20/02	N/A	33	N/A
03474153	Phyrun	Chhim	07/18/02	07/18/02	08/27/02	N/A	39	N/A
03475016	Song	Taing	08/03/02	08/07/02	09/11/02	10/23/02	34	41
03479077	Khammoune	Panya	09/07/02	09/09/02	10/10/02	N/A	30	N/A
03479077	Kongkeo	Phomhipak	09/07/02	09/09/02	10/10/02	N/A	30	N/A
03485151	Ron	Phay	09/16/02	09/17/02	10/21/02	12/02/02	33	41
03485151	Susie	Soeun	09/16/02	09/17/02	10/21/02	01/06/03	33	76
03486571	Sovanna	Uy	09/18/02	09/23/02	11/08/02	11/21/02	45	12
03486571	Lath	Uy	09/18/02	09/24/02	11/25/02	N/A	61	N/A
03485991	Ly	Chan	10/02/02	10/02/02	11/07/02	01/07/03	35	60
03485991	Pheakdey	Sok	10/02/02	10/02/02	11/08/02	01/07/03	36	59
03449560	Morn	Samith	10/05/02	10/07/02	11/14/02	01/07/03	37	53
03486642	Den	Tith	10/16/02	10/16/02	11/19/02	01/06/03	33	47
03486647	Vich	Lam	10/16/02	10/17/02	12/17/02	02/26/03	60	70
03486795	Savonn	Yonn	10/19/02	10/21/02	01/02/03	02/03/03	72	31
03487016	Diana	Phanthavong	10/23/02	10/28/02	01/08/03	02/12/03	71	34
03487016	Rida	Chum	10/23/02	10/28/02	12/02/02	01/22/03	34	50
03487193	Sophannee	Uy	10/26/02	10/28/02	11/08/02	12/05/02	10	26
03480962	Chea	Theng	11/18/02	11/21/02	12/26/02	02/10/03	34	45
03481235	Sally	Kong	11/27/02	11/27/02	01/07/03	02/24/03	40	47
03481654	Mao	Ngeth	12/13/02	12/16/02	02/20/03	04/09/03	65	47

<b>FRAUDULENT RE-EXAMS</b>								
<b><u>CLAIM NUMBER</u></b>	<b><u>CLAIMANT FIRST NAME</u></b>	<b><u>CLAIMANT LAST NAME</u></b>	<b><u>DATE OF LOSS</u></b>	<b><u>INITIAL EXAM</u></b>	<b><u>RE-EXAM #1</u></b>	<b><u>RE-EXAM #2</u></b>	<b><u>DAYS BETWEEN D.O.I.E. &amp; D.O.R.E. #1</u></b>	<b><u>DAYS BETWEEN D.O.R.E. #1 &amp; D.O.R.E. #2</u></b>
03481654	Nhoeun	Hem	12/13/02	12/16/02	01/20/03	03/18/03	34	56
03481722	Sarom	Him	12/12/02	12/16/02	01/27/03	N/A	41	N/A
03487193	Sakun	Sam	10/26/02	12/28/02	12/10/02	02/06/03	42	57
03490345	Rithy	Mao	12/26/02	12/30/02	03/03/03	04/10/03	62	37
03482803	Thaverei	Veuk	01/21/03	01/21/03	02/27/03	04/24/03	36	55
03482803	Sareth	Veuk	01/21/03	01/21/03	03/03/03	04/24/03	40	51
03483246	Phath	Sim	02/07/03	02/07/03	03/20/03	04/22/03	40	32
03483838	Sokean	Phlong	02/14/03	02/18/03	03/26/03	05/07/03	35	41
03483838	Brandon	Ouer	02/14/03	02/18/03	03/26/03	04/29/03	35	33
03500338	Jimmy	Rom	03/24/03	03/25/03	06/09/03	N/A	75	N/A
03500338	John	Rom	03/24/03	03/25/03	05/09/03	N/A	44	N/A
03500338	Kong	Liv	03/24/03	03/25/03	05/12/03	06/30/03	47	48
03500623	Channak	Phal	03/28/03	03/31/03	04/28/03	06/04/03	27	36
03504357	Sokhon	Sem	06/03/03	06/04/03	07/17/03	11/11/03	42	116
03504615	Kimsan	Mom	06/07/03	06/12/03	08/11/03	09/24/03	59	43
03504615	Vanneck	Chea	06/07/03	06/12/03	09/11/03	11/06/03	90	55
03506013	Sokunthea	Eang	06/12/03	06/16/03	08/26/03	N/A	70	N/A
03505976	Keo	Kothpratoum	06/28/03	06/30/03	08/07/03	11/13/03	37	97
03505976	Vanta	Phanthanousi	06/28/03	06/30/03	08/07/03	10/27/03	37	80
03506712	John	Rom	07/11/03	07/14/03	08/13/03	09/30/03	29	47
03506712	Liv	Kong	07/11/03	07/14/03	08/13/03	N/A	29	-
03510448	Kim	Sambath	07/26/03	07/30/03	11/13/03	12/29/03	105	45
03510448	Samnang	Sok	07/26/03	07/30/03	09/16/03	01/13/04	47	118
03510448	Sophannara	Eang	07/26/03	07/30/03	12/11/03	02/16/04	133	66
03508820	Katherine	Mam	08/12/03	08/13/03	09/15/03	10/28/03	32	42
03508820	Linda	Nuth	08/12/03	08/13/03	09/15/03	10/28/03	32	42
03508820	Kimsat	Nuth	08/12/03	08/13/03	09/16/03	10/28/03	33	41
03511086	Morn	Samith	09/18/03	09/22/03	10/23/03	N/A	30	N/A
03513997	Chareth	Rath	10/27/03	10/28/03	12/08/03	03/15/04	40	97
03513997	Kristina	Rath	10/27/03	10/28/03	12/01/03	01/09/04	33	38
03513997	Saleen	Phan	10/27/03	10/28/03	12/16/03	02/09/04	48	54
03513997	Vongdeane	Khiaosoth	10/27/03	10/28/03	11/12/03	12/01/03	380	18
03514331	Chhat	Phim	11/07/03	11/13/03	12/23/03	Unknown	39	N/A
03530556	Ken	Truong	12/10/03	01/07/04	03/05/04	04/15/04	57	40
03532767	Demetri	Molina	01/10/04	01/13/04	02/24/04	05/13/04	41	78
03532767	Roberto	Delvalle	01/10/04	01/13/04	03/18/04	07/27/04	64	130
03532353	Pat	Song	01/03/04	01/14/04	02/11/04	04/26/04	27	74
03533438	Michael	Inthabane	01/19/04	01/22/04	04/06/04	05/26/04	74	49
03536789	Savy	Vong	03/16/04	03/18/04	04/26/04	06/03/04	38	37
03540127	Sam	Sok	05/14/04	05/17/04	06/16/04	08/02/04	29	46







UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

ENCOMPASS INSURANCE COMPANY OF  
MASSACHUSETTS,

Plaintiff,

vs.

CIVIL ACTION NO.: 05-11693 RCL

JOSEPH D. GIAMPA, FREDERICK T.  
GIAMPA, ADVANCED SPINE CENTERS,  
INC. d/b/a FIRST SPINE & REHAB,  
FUTURE MANAGEMENT  
CORPORATION, EDWARD KENNEDY,  
BRIAN J. CULLINEY and JENNIFER  
McCONNELL

Defendants.

**PLAINTIFF'S MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT**

The Plaintiff, Encompass Insurance Company of Massachusetts, pursuant to Federal Rule of Civil Procedure 15(d), hereby moves the Court for leave to file a Third Amended Complaint. The proposed Third Amended Complaint is attached hereto as Exhibit A.

Encompass does not bring this motion lightly. But, as more details about the attempted murder, murder-for-hire, and obstruction of justice plot described in the Third Amended Complaint came to light, Encompass decided that the filing of an amended and supplemental complaint was necessary to prevent further violence and to bring those responsible for the attacks to justice. Given the serious and unusual nature of the allegations added to the Third Amended Complaint, the prejudice that will be suffered by Encompass if its motion is denied is evident and overshadows any potential concerns about delay or prejudice to defendants. Moreover, if the allegations in the Third Amended Complaint prove true, defendants coordinated an attack on an officer of the court in order to obstruct justice. This Court would clearly have a strong interest in

bringing the perpetrators to justice to preserve its own legitimacy and to send the message that this type of activity is completely unacceptable and will have serious consequences. In addition, although it may delay this case in the short run, allowing this amended and supplemental complaint to be filed will result in the most efficient and speedy resolution of the entire controversy between these parties as intended by Federal Rule of Civil Procedure 15(d). For these reasons and those discussed below, Encompass respectfully requests that the Court grant its motion.

This Third Amended Complaint adds new allegations supporting the additional racketeering acts of attempted murder, murder-for-hire, and obstruction of justice under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 (“RICO”). As detailed in the attached Third Amended Complaint, Encompass alleges that enforcers were hired to prevent Encompass’ former lead counsel in this case from continuing to litigate this case. (Third Am. Compl. ¶¶ 1, 425, 436, 442, 451, 462-70.) The enforcers made at least three attempts on Encompass’ former lead counsel’s life. During the first attempt, Encompass’ former lead counsel was savagely beaten with brass knuckles, resulting in, among other things, a head injury that required seventeen staples to close. (*Id.* ¶¶ 427-36.) The second attempt involved a masked, baseball-bat wielding attacker. Encompass’ former lead counsel was entering his car during the second attempt and was able to partially shield the blows from the enforcer’s baseball bat, preventing a second serious head injury. (*Id.* ¶¶ 437-42.) The enforcers intended to use a medieval weapon called a mace during the third attack but, fortunately, the final attempt on Encompass’ former lead counsel’s life was thwarted by the timely intervention of private security hired by the attorney and by the Massachusetts state police. (*Id.* ¶¶ 447-51.) Although these new allegations differ in nature from the activities described in earlier versions of the

complaint, they are alleged to be part of the same conspiracy and were intended to perpetuate and protect defendants' medical fraud. A supplemental pleading is therefore appropriate under Federal Rule of Civil Procedure 15(d).

Federal Rule of Civil Procedure 15(d) provides that the Court may "on just terms, permit a party to serve a supplemental pleading setting out any transaction, occurrence, or event that happened after the date of the pleading to be supplemented."<sup>1</sup> The purpose of this rule is to promote as complete an adjudication of the dispute between the parties as possible. Wright, Miller & Kane, 6A Federal Practice and Procedure: Civil 2d § 1504 n. 1. A motion to supplement the pleadings should be "freely" or "liberally" granted when doing so will "promote the economic and speedy disposition of the entire controversy between the parties, will not cause undue delay or trial inconvenience, and will not prejudice the rights of any of the other parties to the action." *Boston Police Superior Officers Fed'n. v. Jordan*, No. 83-3396, 1984 U.S. Dist. LEXIS 19036, at \*1-2 (D. Mass. Feb. 29, 1984); *Winslow v. Commissioner, Maine Dep't of Human Services*, 139 F.R.D. 15, 17 (D. Me. 1991) (quoting Wright, Miller & Kane, 6A Federal Practice and Procedure § 1504 at 186-187 (1990)); *see also Structural Systems, Inc. v. Sulfaro*, 692 F. Supp. 34, 36 (D. Mass. 1988) (listing similar factors). In determining whether justice

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<sup>1</sup> As the allegations added to the Third Amended Complaint are based on events that took place after the filing of the original pleadings, a motion to supplement the pleadings under Fed. R. Civ. P. 15(d), as opposed to a motion to amend the pleadings pursuant to Fed. R. Civ. P. 15(a), is proper. *Strahan v. Linnon*, 967 F. Supp. 581, 590 (D. Mass. 1997). In the Third Amended Complaint, Encompass reorganized and streamlined some allegations relating to defendants' medical insurance fraud scheme for ease of readability, but did not add any new fraud allegations. Nevertheless, even if the Court were to decide to evaluate this motion under Fed. R. Civ. P. 15(a), it still should allow amendment, as courts use the same standard to evaluate motions under Rules 15(a) and 15(d). *Mueller Co. v. United States Pipe & Foundry Co.*, 351 F. Supp. 2d 1, 2 (D.N.H. 2005) ("Courts, including this one, generally assess motions to supplement pleadings under the same standard applicable to motions to amend.") (citing Moore's Federal Practice § 15.30 (3d ed.); *Nkihtaqmikon v. BIA*, 453 F. Supp. 2d 193, 201 (D. Me. 2006) ("Most courts have held that the same standard applies to a motion to file supplemental pleadings under Fed. R. Civ. P. 15(d).").



requires granting leave to supplement, a court should balance prejudice to the non-moving party against any harm to the movant if leave is not granted. 3 Moore's Federal Practice § 15.15[1] (3d ed.).

The harm that will be suffered by Encompass if leave to supplement is not granted in this case outweighs any prejudice to defendants that this ruling would cause. Indeed, it is hard to imagine a circumstance that would result in more prejudice to a movant than preventing it from asserting claims for attempted murder, murder-for-hire, and obstruction of justice. Most importantly, every day that goes by without bringing those responsible for the attacks to justice could result in additional prejudice to Encompass, as its employees, agents or attorneys continue to be at risk of further attacks. There can be no greater interest for Encompass than protecting the safety of its employees and those hired to safeguard its legal interests. The attacks also confirm the legitimacy of the fraud allegations in the case, which provide background and motive for the attacks.

Moreover, allowing the complaint to be supplemented in this case would promote the most complete, speedy, and economic adjudication of this dispute. Not only are the allegations of attempted murder, murder-for-hire and obstruction of justice related to the earlier allegations of medical fraud, but also Encompass has alleged that they are all part of the same conspiracy. Encompass has alleged that the attacks were intended to protect and perpetuate the conspiracy to defraud Encompass and were therefore a continuation of the medical fraud conspiracy. In similar circumstances, the court in *Boston Police Superior Officers Fed'n. v. Jordan*, No. 83-3396, 1984 U.S. Dist. LEXIS 19036 (D. Mass. Feb. 29, 1984) allowed a complaint to be supplemented to include additional acts in the "previously alleged pattern of unlawful conduct and harrassment by the defendants." *Id.* at \*1. As described in the Third Amended Complaint,

the attacks in this case were just one more act in a pattern of racketeering activity extending back to at least 1998. (Third Am. Compl. ¶¶ 470, 484.) Notably, Encompass did not add any additional defendants to the Third Amended Complaint and thus any potential prejudice faced by the implicated parties is significantly reduced. *Structural Systems, Inc. v. Sulfaro*, 692 F. Supp. 34, 36 (D. Mass. 1988) (parties would suffer no prejudice because subject of supplementation was already a party to the case in a different capacity)

Finally, Encompass' efforts to quickly assert these claims argues in favor of allowing the pleading to be supplemented. The last of the attempts on its former lead counsel's life took place in November of 2007. (Third Am. Compl. ¶ 451.) At the time the attacks described in the Third Amended Complaint took place, Encompass and its counsel could not prove that the attacks were related to this litigation. It took the efforts of law enforcement to connect these attacks to the defendants in this case. Furthermore, Encompass' replacement counsel faced the difficult task of learning all the facts of this sprawling fraud case and confirming that the attempted murder was related to this fraud. Given the serious nature of these accusations, it is understandable that replacement counsel wanted to fully investigate the situation and proceed carefully before bringing the new allegations. This entire process, from the investigation of the attacks to the drafting of this Third Amended Complaint, took only a matter of months. Given the gravity of the allegations involved, this delay is in no way excessive.

WHEREFORE, the Plaintiff requests that this Court grant its motion and accept the Third Amended Complaint for filing.

Respectfully submitted,

June 25, 2008

/s/ Barry Gross  
Barry Gross (*admitted pro hac vice*)  
William M. McSwain (*admitted pro hac vice*)  
Richard E. Coe (*admission pro hac vice pending*)  
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(215) 988-2700

*Counsel for plaintiff Encompass Insurance  
Company of Massachusetts*

**CERTIFICATE OF SERVICE**

I, Barry Gross, hereby certify on this 25<sup>th</sup> day of June, 2008, that the foregoing MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT, the attached THIRD AMENDED COMPLAINT, and accompanying exhibits were filed through the CM/ECF system and will be sent electronically to the registered participants as identified on the Notice of Electronic Filing. Copies were also sent to the attorney of record for each party via Federal Express.

/s/ Barry Gross  
Barry Gross

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

ENCOMPASS INSURANCE COMPANY OF  
MASSACHUSETTS,

Plaintiff,

vs.

CIVIL ACTION NO.: 05-11693 RCL

JOSEPH D. GIAMPA, FREDERICK T.  
GIAMPA, ADVANCED SPINE CENTERS,  
INC. d/b/a FIRST SPINE & REHAB,  
FUTURE MANAGEMENT  
CORPORATION, EDWARD KENNEDY,  
BRIAN J. CULLINEY and JENNIFER  
McCONNELL

Defendants.

**ORDER**

AND NOW, on this \_\_\_\_ day of \_\_\_\_\_, 2008, it is hereby  
ORDERED that the Motion of the Plaintiff, Encompass Insurance Company of Massachusetts,  
for Leave to File its Third Amended Complaint is GRANTED. Plaintiff's attached Third  
Amended Complaint shall be entered on the docket under the case number referenced above.

BY THE COURT

\_\_\_\_\_  
Reginald C. Lindsay, U.S.D.J.